



UNDERWRITING MANAGERS (PTY) LTD

Renewal, Effective 01 October 2016

<b>INSURED</b>	<b>SOUTH AFRICAN ORIENTEERING FEDERATION</b>
<b>INSURED POSTAL ADDRESS</b>	P O Box 326, Olivedale, 2158
<b>INSURED PHYSICAL ADDRESS</b>	94 King Street, Berario, Johannesburg, 2158
<b>VAT NUMBER</b>	NPO 163-675
<b>INSURED FULL NAME</b>	SOUTH AFRICAN ORIENTEERING FEDERATION INCLUDING PENINSULA ORIENTEERING CLUB (PENOC), RAND ORIENTEERING CLUB (ROC), RAND ATHLETIC CLUB ORIENTEERS (RACO), WITS ORIENTEERING CLUB (WITSOC), ADVENTURE RACING CLUB (AR), UNIVERSITY OF CAPE TOWN MOUNTAIN AND SKI CLUB (UCTMSC), DURBAN ORIENTEERING CLUB (DOC), TUKS ORIENTEERING CLUB (Tuks-O), POLOKWANE ORIENTEERING CLUB (POC) & BIG FIVE ORIENTEERING NPC for their respective rights and interests
<b>BROKER</b>	JACK AND SEACH (PTY) LTD
<b>POLICY FORM</b>	EVENTS LIABILITY - Annual
<b>POLICY NUMBER</b>	<b>KEU 00775</b>
<b>RENEWAL DATE</b>	01 October 2017
<b>VAT APPLICABLE</b>	STANDARD VAT (14.00 %)
<b>PERIOD OF INSURANCE</b>	<b>From:</b> 01 October 2016 <b>To:</b> 30 September 2017 (Both Dates Inclusive)
<b>ESTIMATED ATTENDANCE</b>	Maximum 200 per event (usually between 30 and 150)
<b>LOCATION</b>	VARIOUS VENUES WITHIN THE REPUBLIC OF SOUTH AFRICA
<b>NUMBER OF EVENTS</b>	ESTIMATED AT 45 EVENTS FOR THE NEXT 12 MONTHS
<b>EVENT / DESCRIPTION OF BUSINESS</b>	The South African Orienteering Federation (SAOF) is the controlling body for Orienteering in South Africa. Several orienteering clubs in South Africa are affiliated to the SAOF.
<b>JURISDICTION</b>	Republic of South Africa
<b>TERRITORIAL LIMITS</b>	Republic of South Africa

#### EVENTS LIABILITY SECTION

<b>SECTION DESCRIPTION</b>	Orienteering & Rogaine Events		
<b>RISK ITEMS</b>	<b>SUM INSURED</b>		
<b>Events Liability</b>	R	7 500 000.00	(VAT Inclusive) Any one occurrence and
	R	7 500 000.00	(VAT Inclusive) In the Aggregate iro all third parties
<b>EXTENSIONS</b>			
Statutory Legal Defense Costs	R	250 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
Wrongful Arrest & Defamation	R	150 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
Emergency Medical Expenses	R	250 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
Spread of Fire	R	7 500 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
Food & Drink	R	1 000 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
Participants Whilst Participating	R	1 000 000.00	(VAT Inclusive) Any one occurrence and in the aggregate
<b>SECTION EXCESS STRUCTURE</b>	R 10 000 each and every loss (Not applicable to Emergency Medical Expenses)		
<b>MINIMUM AND DEPOSIT PREMIUM</b>	R	<b>13 500.00</b>	<b>(VAT Inclusive)</b>
<b>Adjustable annually on declaration of actual turnover / number of events</b>			
<b>BROKER COMMISSION</b>	15.00%		



UNDERWRITING MANAGERS (PTY) LTD

SIGNED FOR AND ON BEHALF OF KEU UNDERWRITING MANAGERS (PTY) LTD AND CENTRIQ INSURANCE COMPANY LIMITED:

SIGNATURE: \_\_\_\_\_

NAME: Chummy Munks

Date: 30 September 2016



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## 1 SECTION 1 – HOW TO READ THIS POLICY

1.1 Some of the words, printed in bold for your convenience contained in this insurance **policy**, have special meanings. These meanings can be found in clause 2 of this **Policy** (“Words with Special Meanings”).

## 2 WORDS WITH SPECIAL MEANINGS

- 2.1 **Civil Liability** – 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 liable.
- 2.2 **Claim/s** - The receipt by the **insured** of:
- 2.2.1 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
- 2.2.2 any written or verbal demand from a third party **claiming** compensation against the **insured**.
- 2.3 **Claim Investigation Costs** – The legal costs and expenses of investigating, defending or settling any **claim** (or anything which might result in a **claim**), which would be covered by this **policy** at the time the legal costs and expenses arise.
- 2.4 **Cover (and Covered)** – Reference to **cover** and **covered** under this **policy** shall mean indemnity and indemnity shall not include any component of profit.
- 2.5 **Covered Claim** – The term **covered 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**.
- 2.6 **Documents** – Documents of any nature including the 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.
- 2.7 **Employee** - A natural person who is not a principal, but who:
- 2.7.1 has at any time entered into a **policy** of service with the **insured’s** firm or incorporated body and is compensated for that service; and
- 2.7.2 is or was, at the time of the relevant act, error or omission giving rise to the **claim covered** under this **policy**, under the **insured’s** direct control and supervision in the course of the conduct of the **professional services**;
- 2.7.3 **we** deem all cast and crew, freelancers, marshals, ushers and performers as **employees** and their actions are therefore **covered**.
- 2.8 **Enquiry (or Enquiries)** – 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.
- 2.9 **Excess** – The part the **insured** must pay for each **covered claim**. It is described in more detail in the section entitled “**The Excess**”.
- 2.10 **Insured** – Each of the following, individually and jointly:
- 2.10.1 each person, firm or incorporated body identified in the **schedule** as an **insured** of any such firm or incorporated body; and
- 2.10.2 any entity that is engaged in the **professional services** and that is created and controlled, while this **policy** is in force, by anyone identified in the **schedule** as an **insured**; and
- 2.10.3 anyone who becomes a **principal** of the **insured** while this **policy** is in force (but only in respect of work undertaken for or on behalf of the **insured**).
- 2.11 **Professional Services** - The business of provision by the **Insured** of the **Professional Services** stated in the **Schedule**.
- 2.12 **Public Loss Adjusters** – This is an insurance **claims** adjuster who is an advocate for the **Insured** in appraising and negotiating a first party insurance **claim**.
- 2.13 **Intellectual Property** – Copyright, design, patent, trademark or moral right.



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- 2.14 Joint Venture** – An undertaking (regardless of what it is called) that the **Insured** carries on together with someone else who is otherwise **covered** under this **policy**.
- 2.15 Known Circumstance** – Any fact, situation or circumstance that:
- 2.15.1** an **insured** was aware of at any time before this **policy** began or before this **policy** was amended/endorsed; or
  - 2.15.2** a reasonable person in the **insured's** professional position would have thought, at any time before this **policy** began or before this **policy** was amended and/or endorsed.
- 2.16 Policy** – The insurance **policy** made up of:
- 2.16.1** the **policy** document;
  - 2.16.2** the **schedule** to this **policy**;
  - 2.16.3** the endorsements, if any, contained in the **schedule**; and
  - 2.16.4** the information given to **us** by or on behalf of the **insured** in the **proposal** and any other way.
- 2.17 Policy Limit** – The **limit** stated in the **schedule** as the total sum **insured**.
- 2.18 Principal** – 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**.
- 2.19 Proposal** – The written **proposal** form together with any supplementary material completed by or on behalf of the **insured**, that was given to us, and relied on by us to effect this **policy**.
- 2.20 Specific Cover – Sub-Limits** – The **cover** outlined in Section 30 of this **policy**
- 2.21 Specific Cover Limits** – The **limit** in the aggregate stated in the insurance **cover** for each of the matters listed in the **schedule** under “**Specific Cover Limits**”.
- 2.22 Sub-contractor** - A contractor 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**.
- 2.23 Terrorism** – Terrorism includes any act, or preparation in respect of 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 fact, and that:
- 2.23.1** involves violence against one or more persons; or
  - 2.23.2** endangers life other than that of the person committing the action; or
  - 2.23.3** creates a risk to health or safety of the public or a section of the public; or
  - 2.23.4** is designed to interfere with or to disrupt an electronic system.
- 2.24 Legal person/s or entities** – Means any legal person including companies; close corporations while they are still recognised; trusts; voluntary associations or any entities recognised as such by legislation including joint ventures between legal personae.
- 2.25 We or Us or Our and the Insurer** – KEU Underwriting Managers (PTY) LTD underwriting on behalf of Centriq Insurance Company Ltd.
- 2.26 Event organiser** – Someone who plans social events as a profession and in the ordinary course of their business and who takes responsibility for the production of such events from conception through to completion, including, but not limited to exhibitions and fairs; festivals; conferences; promotions and product launches; fundraising and social events etc.
- 2.27 An Event** - this will have a corresponding meaning to the events that the **event organiser** will plan and arrange as set out in clause 2.26.
- 2.28 The Act** – Means the Short term Insurance Act, number 53 of 1998, or its successor in title.
- 2.29 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.
- 2.30 The Territorial Limits** – This **policy** will only be enforceable for events and causes of action resulting therefrom, occurring within the borders of the Republic of South Africa, unless otherwise specified in the **schedule**.
- 2.31 The Venue** – Any place where the organised **event**, takes place which forms the subject of this **policy**.



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**2.32 You/Your/Insured** – the party/s noted in terms of the **schedule** as being the **insured** enjoying **cover** in terms of the **policy**.



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### 3 SECTION 2 – THE INSURANCE CONTRACT

- 3.1 We agree to provide the **cover** described in this **policy** upon full payment of the gross **premium** as stated in the **policy schedule**.
- 3.2 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.
- 3.3 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.
- 3.4 If any of that information is wrong or false, it may affect entitlement to **cover** under this **policy**.
- 3.5 This **policy** is in force for the period of insurance stated in the **Schedule**.
- 3.6 If full payment of the gross **premium** as stated in the **schedule** is not made, there is no **cover**.
- 3.7 **What we cover**
- 3.7.1 We **cover** damages for which the **insured** may become legally obliged to pay consequent to a death, bodily injury, illness, loss, physical damage or the like (herein after called “the damage”) occurring within the **territorial limits** during and in connection with an **event** that the **insured** has organised.
- 3.7.2 Subject to the 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 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.

### 4 TYPES OF CLAIMS WE COVER

- 4.1 The **civil liability we** provide **cover** for in this **policy**, includes (but is not limited to) the following types of **civil liability** claims arising in the conduct of **professional services**:
- 4.1.1 Breach of a duty of care.
- 4.1.2 Unintentional defamation.
- 4.1.3 Loss of or damage to documents that were in the **insured’s** physical custody or control at the time of loss or damage.
- 4.1.4 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 CLAIM INVESTIGATION COSTS

- 5.1 We also pay in addition to the **policy limit** (but only up to an amount equal to the **policy limit**) **claim investigation costs**.
- 5.2 We only pay these, however, if either:
- 5.2.1 we incur them; or
- 5.2.2 the **insured** incurs them after first obtaining **our** agreement in writing and these costs and expenses are in **our** view reasonable and necessary.
- 5.3 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.
- 5.4 We will under no circumstances pay for any costs associated with the appointment of **public loss adjusters**

### 6 CLAIM PREPARATION COSTS

- 6.1 We also pay all reasonable and necessary out - of - pocket 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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## 7 ADVANCEMENT OF CLAIMS INVESTIGATION COSTS

7.1 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:

7.1.1 **we** have not already denied indemnity under the **policy**; and

7.1.2 **our** written consent is obtained prior to the **insured** incurring such claims investigation costs (such consent not to be unreasonably withheld).

7.2 **We** reserve the right to recover any claims investigation costs paid under this section from the **insured** or others **covered** by this **policy**:

7.2.1 if the **insured** makes an admission in writing of any fraudulent, dishonest, malicious or intentional conduct; and

7.2.2 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**.

## 8 OTHER CLAIMS

In addition, **we cover** the following **claims** and losses:

8.1 **Employees - Employees** of the **insured** (being noted to include freelance cast and/or crew) in respect of civil liability arising from the performance of the **professional services**, but not in respect of damages suffered:

8.1.1 by them in their personal capacities (unless stated otherwise in the schedule) or;

8.1.2 **claims** or losses that arise from dishonest, fraudulent, criminal or malicious acts or omissions or breach of fiduciary duty by such **employees**.

8.2 **Mergers and Acquisitions** – Entities (practising in the same professional discipline as the **professional services**) that 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 if that 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** otherwise agree 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**:

8.2.1 to be bound by this **policy**; and

8.2.2 to be liable individually and together 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**.

## 9 THE POLICY LIMIT

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

## 10 LIMIT IF MULTIPLE PERSONS INSURED.

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**.

## 11 SPECIFIC COVER LIMITS – SUB-LIMITS PROVIDED

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

## 12 CLAIMS NOTIFICATION

12.1 The **insured** must tell **us** in writing about a **claim** or loss as soon as reasonably possible after the insured became aware of the claim 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.

12.2 When an occurrence that may result in a claim happens, the **insured** will (at their own expense):

12.2.1 give **us** notice of the occurrence of which the insured should reasonably be aware and provide particulars of any other insurance covering such occurrence;

12.2.2 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**.



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- 12.3** The insured will immediately forward to us any legal notices or claims or any communication relating to the occurrence like summonses, writs, or any other legal process issued or commenced against the insured in connection with the occurrence giving rise to a claim.
- 12.4** **We** will be entitled to repudiate a 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 repudiation, will be inter alia, that all of the benefits under this policy will be forfeited.
- 12.5** **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 indemnity.
- 12.6** No claim will be payable unless the **insured** claims payment by issuing and serving legal process on **us** within 6 (six) months of any claim being rejected or repudiated by **us** and a competent court orders **us** to pay.

#### **Insurer's rights after an event**

- 12.7** 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:
- 12.7.1** 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;
- 12.7.2** 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**.
- 12.7.3** 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. No admission, statement, offer, promise, payment or indemnity will be made by the **insured** without our written consent.
- 12.8** 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.
- 12.9** 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.
- 12.10** **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.

#### **Fraud**

- 12.11** If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the **insured** or anyone acting on their behalf, or with their knowledge or consent to obtain any benefit under this **policy**, or if any occurrence is occasioned by the wilful act or with the connivance of the **insured**, the benefit afforded under this **policy** in respect of the claim will be forfeited.
- 12.12** 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.

### **13 CLAIMS CO-OPERATION**

- 13.1** Each **insured** must:
- 13.1.1** diligently do, and allow to be done, everything reasonably practicable to avoid or lessen the **insured's** liability in relation to a **claim** (or **covered claim**) or loss otherwise **covered** by this **policy**;
- 13.1.2** immediately give **us** all the assistance and information that **we** reasonably require to:
- 13.1.3** investigate and defend a **claim** or loss; and assess **our** liability under this **policy**.
- 13.2** **we** can protect **our** position:
- 13.2.1** when **we** receive notification of a **claim**, or of a fact or circumstance that may give rise to a **claim**, which may be **covered** under this **policy**, then **we** can take whatever action **we** consider appropriate to protect **our** position.
- 13.3** This does not however:
- 13.3.1** indicate that any **insured** is entitled to be **covered** under this **policy**; or





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- 13.3.2** jeopardise **our** rights under this **policy** at law.
- 13.4** Disclosure of information to **us** in respect of the **cover** and the **claim** (or covered **claim**):
- 13.4.1** Attorneys; advocates; loss adjusters; engineers; medical practitioners or any expert reasonably needed in order to investigate a **claim** (collectively referred to as “appointed professionals”) who may be instructed by **us**, are at liberty to disclose to **us** any information they receive in that capacity, regardless of what source they obtain it from, including information obtained from the **insured**. By claiming under this **policy**, the **insured** (and any person entitled to indemnity under this **policy**) authorises such appointed professionals to disclose this information to **us** and waives all **claims** to privilege which might otherwise prevent those appointed professionals from disclosing this information to **us**.
- 13.5** **We** can manage the **claim** on the **insured’s** behalf including, but not limited to:
- 13.5.1** taking over and defending or settling any **claim** in the **insured’s** name; and
- 13.5.2** **claiming** in the **insured’s** name, any right the **insured** may have for the contribution or indemnity.
- 13.6** The **insured** may not admit liability or settle any **claim**;
- 13.7** incur any costs or expense for a **claim**, without first obtaining **our** consent in writing. If **our** prior consent is not obtained, the **insured’s** right to **cover** under this **policy** may be affected.
- 14 INSURED’S RIGHT TO CONTEST**
- 14.1** 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:
- 14.1.1** the amount **we** could have settled for; less
- 14.1.2** the relevant **excess** listed in the **schedule**; plus
- 14.1.3** the **claim investigation costs** calculated to the date the **insured** elected not to consent to the settlement.
- 15 THE EXCESS**
- 15.1** **We** only **cover** the **insured** (up to the **policy limit**) for that part of the **covered claim** above the **excess**.
- 15.2** The **insured** must pay only one **excess** for all covered claims or losses **covered** by this **policy** arising from the same **claim**.
- 15.3** Should a **claim** arise from various incidents occurring at the same **event**, an **excess** shall apply in respect of each incident.
- 16 LOSS PREVENTION**
- 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**.
- 17 OTHER INSURANCE THAT MAY COVER THE RISK**
- 17.1** 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**.
- 18 MATERIAL CHANGE IN RISK**
- 18.1** The **insured** must immediately advise **us** in writing of any material change in the risk **insured** by this **policy**.
- 19 EXCLUSIONS**
- 19.1** 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 apprenticeship and arising from and in the course of such employment with the **insured**.
- 19.2** **We** will not indemnify the **insured** in respect of any liability relating directly consequent upon or by or in connection with damage to:
- 19.2.1** property belonging to the **insured**;



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- 19.2.2 property in the custody or control of the **insured** including property belonging to any partner, director or **employee** of the **insured** or sub – contractor
- 19.2.3 subcontractors – the negligence of subcontractors of the insured, unless otherwise noted in the schedule to be included;
- 19.2.4 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;
- 19.2.5 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 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;
- 19.2.6 liability consequent upon injury or damage directly caused by or through or in connection with:
  - 19.2.6.1 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.
  - 19.2.6.2 any liability dealt with in the Road Accident Fund Act, 1996 (Act No. 56 of 1996) or any of its predecessors in title or any subsequent and similar legislation dealing with the same type of liability.
  - 19.2.6.3 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 or rolling stock whilst being used by the **insured** or a third party will not be covered.
- 19.2.7 the ownership, possession, maintenance, operation or use of aircraft or an airline, hot-air balloon and all and any other aerial devices.
- 19.2.8 goods or products (including containers and labels) sold or supplied that is happening elsewhere other than the premises occupied by the **insured**;
- 19.2.9 any defect or error or omission from work that occurs after completion and handing over of such work.
- 19.2.10 unintentional; dishonest, fraudulent, criminal or malicious acts or omissions or any breach of fiduciary duty by any person entitled to indemnity under this **policy** (but there is no **cover** to that person for these **claims**);
- 19.2.11 vibration or by the removal or weakening of or interference with support to any land, building or other structure.
- 19.2.12 liability assumed by agreement (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:
  - 19.2.12.1 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
  - 19.2.12.2 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.
- 19.2.13 fines, penalties, punitive, exemplary or vindictive damages, whether contractual; delictual or legislative.
- 19.2.14 intoxicating drugs and/or alcohol where a person has injured themselves due to their own intoxication;
- 19.2.15 unless included in the schedule, activities related to animals;
- 19.2.16 pyrotechnics, fireworks and related activities;
- 19.2.17 defamation, libel, slander or breach of copyright including the misuse of computer software; unless noted to be included in the policy schedule.
- 19.2.18 asbestos and silicosis in whatsoever form or quantity;
- 19.2.19 consequential economic or pecuniary loss;
- 19.2.20 any form of performance, surety, credit or financial guarantee;
- 19.2.21 assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the **insured**; or any
- 19.2.22 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.
- 19.2.23 or indirectly caused by:



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- 19.2.23.1** 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.
- 19.2.23.2** war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not) or civil war;
- 19.2.23.3** 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
- 19.2.23.4** insurrection, rebellion or revolution;
- 19.2.24** 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;
- 19.2.25** 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, local or tribal authority, or for the purpose of inspiring fear in the public of any section thereof;
- 19.2.26** 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: **19.2.23.1 – 19.2.25**.
- 19.3** 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**.
- 19.4** 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**.
- 20 GENERAL EXCEPTIONS**
- 20.1** This policy will not cover:
- 20.1.1** alleging a liability under a contractual warranty, guarantee or undertaking (unless liability would have existed regardless of the contractual warranty, guarantee or undertaking); or
- 20.1.2** about circumstances where a right of contribution or indemnity has been given up by the **insured**; or
- 20.1.3** about circumstances where someone has done work or provided services under an arrangement or agreement with the **insured** that limits any potential right for the **insured** to receive a contribution or indemnity from that person;
- 20.1.4** arising from a civil liability that the **insured** agrees to accept outside that which is normal in the course of the conduct of the professional services;
- 20.1.5** arising from any business not conducted for or on behalf of the **insured**; or
- 20.1.6** any claims resulting from the **insured** becoming legally liable for acts and omissions of a security firm or its employees in the course of their employment engaged to protect the venue in the course of the business of the **insured**.
- 20.2** **We** do not cover any of the following claims (or losses or liabilities) or any legal proceedings in relation thereto, or any associated costs:
- 20.2.1** claims brought about by, contributed to by, or that involve acts committed during or in connection with any industrial or labour dispute (whether between employer and employee or between employees or their unions or generally, strike picket, lock-out, go - slow or work to rule action as defined in terms of the relevant legislation.
- 20.2.2** claims brought after the appointment of any liquidator, receiver and manager, official manager, administrator, official trustee in bankruptcy, or trustee administer a compromise or scheme of arrangement of the **insured** but this exclusion does not apply to claims notified prior to appointment.
- 20.2.3** claims brought about by, contributed to or which involve claims arising under, or pursuant to, or in relation to any Workers' Compensation or Occupational Health and Safety Acts or similar legislation or successors in title.
- 20.2.4** claims for the cost of physical modifications to the premises, plant or equipment owned or occupied by the **insured**.
- 20.2.5** **We** will not cover any loss, injury or damage that is caused by the use and/or abuse of alcohol or drugs if the loss, injury or damage is self-inflicted, but will extend cover in the event of the intoxicated person not being the **insured**, injuring an innocent third party.
- 20.3** Unless included in the schedule, **We** will not cover any injury, damage or loss that was caused by an animal.
- 20.4** **We** will not be held liable for any person or third party contracting the Acquired Immune Deficiency Syndrome ("AIDS"), Hepatitis B, Hepatitis C in any form whatsoever.



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20.5 Unless otherwise specified in the policy, **We** will not cover assault, battery or any intentional or deliberate violence committed or alleged to have been committed by the **insured** including any sexual assault, sexual harassment, sexual molestation or rape committed.

## 21 GENERAL PROVISIONS

21.1 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**.

21.2 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.

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

21.3.1 known **claims** and known circumstances that include:

21.3.2 known **claims** (or losses) as at the inception date of this **policy**; or

21.3.3 **claims** (or losses) arising from a known circumstance; or

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

21.3.5 **claims** (or losses) disclosed in the **proposal** or arising from facts or circumstances disclosed in the **proposal**; or

21.3.6 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.

## 21.4 THE PROPOSAL

21.4.1 The **proposal** **we** were given by or on behalf of the **insured** before the **policy** commenced is taken to be a separate **proposal** for each legal entity **covered** under this **policy**.

21.4.2 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.

## 22 SINGULAR AND PLURAL

22.1 The singular includes the plural and the plural includes the singular, except if the context requires otherwise.

## 23 SCHEDULE MUST BE INCLUDED

23.1 This **policy** is only legally enforceable if it includes a **schedule** signed by one of **our** officers, unless ratified by **us** in writing afterwards.

## 24 SUPPLEMENTARY PAYMENTS

24.1 With respect to the indemnity provided by this **policy** **we** will:

24.1.1 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;

24.1.2 pay all 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**;

24.1.3 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;

24.1.4 pay expenses incurred by the **insured** for the first aid rendered to others at the time of an occurrence for personal injury;

24.1.5 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;

24.2 **We** will do this provided that:

24.2.1 **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.



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**25 SPECIFIC CONDITIONS**

**25.1** 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**. Any non-compliance with such legislation could void **our** liability under this **policy**.

**26 LIMITS OF INDEMNITY**

**26.1** This is the amount payable, inclusive of any legal costs, 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**.



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## 27 JURISDICTION

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**.

## 28 EXTENSIONS

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):

- 28.1 Emergency medical expenses** – If the **insured** requests it, **we** will indemnify the **insured** against costs for which the **insured** will become liable to pay to third parties for immediate medical treatment 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 third party has arrived at a medical facility.
- 28.2 Legal defence costs** – 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.
- 28.3** If so agreed in the **schedule**, the warranty of compliance with legislation will be subject to the following provisions:
- 28.3.1** The **claim** does not relate to any fine or penalty imposed by any magistrate or judge or any loss consequent thereon.
- 28.3.2** Such person will, even though he was **insured**, observe, fulfil and be subject to the terms and conditions of this **policy** and this section thereof insofar as these terms & conditions apply.
- 28.4 Collapse of temporary construction** (only if stated in the schedule to be included):
- 28.4.1** 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**.
- 28.5 Food and drink** (only if stated in the schedule to be included):
- 28.5.1** 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**.
- 28.5.2 Spread of Fire** (only if stated in the **schedule** to be included):
- 28.5.3** 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**.
- 28.6 Wrongful arrest and defamation:**
- 28.6.1** If the **insured** has requested it, **we** will indemnify the **insured** against any loss, damage or injury directly caused by-
- 28.7 Participants:**  
If the **insured** has requested it, **we** will indemnify the **insured** against any loss, damage or injury directly caused to any person whilst participating in and during an insured sporting event.
- 28.7.1 Wrongful arrest including** – 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.
- 28.7.2 Defamation including** – 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**.



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## 29 SPECIFIC EXCLUSIONS

### 29.1 Foreign Courts Claims:

- 29.1.1 The **policy** does not **cover** any action first brought in a court outside of the Republic of South Africa; or
- 29.1.2 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.

### 29.2 Related Parties

- 29.2.1 This **policy** will not **cover claims**:
- 29.2.2 against the **insured** by or on behalf of:
  - (i) any person, firm or incorporated body covered by this **policy**; or
  - (ii) any company or trust that is operated or controlled by an **insured** or an **insured's employees**, nominees or trustees, and in which an **insured** has a direct or indirect financial interest; or
  - (iii) any other person, firm or incorporated body having control of over 10% or more of the voting shares or rights or an executive role in the operation of the **insured**.
- 29.2.3 By or on behalf of the **insured** and/or any person or entity entitled to be covered under this **policy**, against any person, firm and/or incorporated body entitled to be covered by this **policy**.

### 29.3 Profit

- 29.3.1 Loss or expense incurred by the **insured** by or on behalf of the **insured** (other than as covered by Sections 3.4 and 3.5 of this **policy**) that is not a liability to a third party. In particular, there is no indemnity or **cover** under this **policy** for any component of profit derived or derivable by the **insured** from the sale or supply of any goods, services or rights by or on behalf of the **insured**.

### 29.4 Goods and Workmanship Claims

- 29.4.1 directly or indirectly arising from the manufacture, installation, assembly, processing, sale, supply or distributions of goods or products by or on behalf of the **insured**; or
- 29.4.2 directly or indirectly arising from workmanship in manufacture, fabrication, construction, erection, installation assembly, alteration, servicing, remediation, repair, demolitions or disassembly (including materials, parts or equipment furnished in connection therewith) by or on behalf of the **insured**; or from supervision of such workmanship by an **insured**.

### 29.5 Employers, Liability, Directors' & Officers' Liability, Occupier's Liability, Motor, Marine, etc. Claims:

- 29.5.1 arising out of or in respect of actual or alleged unlawful discrimination (or other unlawful act, error or omission) by any **insured** against any **employee** or employment applicant; or
- 29.5.2 (if an **insured** is either an incorporated body or a director or officer of an incorporated body) arising from any act, error or omission of a director or offices of that incorporated body while acting in that capacity; or
- 29.5.3 arising from occupation (or alleged occupation ) of land or buildings by an **insured**; or
- 29.5.4 arising from or in respect of an **insured's** liability as an owner or operator of any aircraft, marine craft or motor vehicles of any kind.

### 29.6 Punitive and Exemplary Damages Claims

#### These claims include:

- 29.6.1 **claims** for punitive, aggravated or exemplary damages for fines or penalties, In addition, this **policy** does not provide **cover** for any investigation or defence costs associated with such **claims**.

### 29.7 Intentional Damages

#### These claims include:

- 29.7.1 **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
- 29.7.2 Any wilful breach of any statute, **policy** or duty by an **insured** or any person entitled to indemnity under this **policy**.

### 29.8 De-registration



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**29.8.1** 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.

## **29.9 Asbestos**

**Claims** that would not have arisen but for the existence of asbestos.

## **29.10 Radio Activity and Nuclear Hazards**

**29.10.1 Claims** arising from:

**29.10.1.1** ionising radiations or contamination by radioactivity from any nuclear material; or

**29.10.1.2** the hazardous properties of any nuclear explosive, assembly or component.

## **29.11 War and Uprisings**

**Claims** directly or indirectly caused by, contributed by, resulting from or arising out of or in connection with:

**29.11.1** war, invasion acts of foreign enemies, civil or military uprisings hostilities (even if war is not declared), or government power being taken unlawfully.

## **30 CANCELLATION OF POLICY**

**30.1** In the **event** of cancellation of the **policy**:

**30.1.1** 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 months after the attainment of the majority of the claimant.

**30.1.2** The **insured** must report such an occurrence to **us** up to 15 days after cancellation of the **policy**, provided that:

**30.1.2.1** such reported occurrence happened during the period that the **insured** held insurance with **us**; and that

**30.1.2.2** 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 7.1.2.1 above.

**30.1.3** 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**:

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

**30.1.3.2** 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**.

## **31 CROSS LIABILITIES**

**31.1** 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**.

**31.2** Subject to it being noted differently in the **schedule**, and save for as provided in terms of clause 36.1, 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**.

## **32 PROVISIONS**

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.





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## DISCLOSURE DOCUMENT

**IMPORTANT – PLEASE READ CAREFULLY (This notice does not form part of the insurance contract or any other document.)**

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

### 1. Financial Advisory & Intermediary Services Act No. 37 2002 “FAIS Act”

The FAIS Act requires compliance by Product Suppliers (insurers) and Financial Services Providers (intermediaries or brokers) with a General Code of Conduct that was introduced to assist you in making informed decisions about the insurance products that you purchase. It also aims to ensure that your Product Supplier, Underwriting Management Agent (if applicable) and Financial Services Provider (if applicable) render financial services honestly, fairly, with due skill and diligence and in your interests and the integrity of the financial service industry.

You will receive a Disclosure Notice at the inception of your policy and at each subsequent Renewal (or Anniversary) date. The Disclosure Notice contains certain information about your Product Supplier and Financial Services Provider (if applicable, your broker may have a separate disclosure notice) that you are entitled to together with information about the Ombud and the Registrar. Should you experience any difficulties in obtaining required details, please contact your Financial Service Provider for further assistance.

### 2. About the Financial Advisor (Broker) /Intermediary

Name: JACK AND SEACH (PTY) LTD

Company Registration Number: 2000/027363/07

FSP Number: 8260

Postal Address: PO BOX 2991, PINEGOWRIE, Physical Address

BLOCK 1, BURNSIDE ISLAND,  
410 JAN SMUTS AVENUE,  
GRAIGHALL, 2196

Tel Number: 0118860100

Fax Number: 0117811715

Email: steven@jsinsure.co.za

Website: www.jsinsure.co.za

Legal status of your Financial Advisor/ Intermediary

This information must make it clear which entity accept responsibility for the actions of the broker or representative who advised you.

### 3. Details of your Underwriting Management Agent (UMA)/ Binder Holder

KEU Underwriting Managers (PTY) LTD, Company Registration No 2013/209781/07

“Authorised Financial Services Provider Licence No. 5076”

Category Licence: Short-term Insurance – Commercial and Personal Lines (advice and intermediary services)

Physical Address:

Postal Address:

88 Monkor Road, Randburg, 2125

Postnet Suite 125, Private Bag X10030, Randburg, 2125

Telephone: 0861 00 00 90 Fax: 0861 00 00 30 Email: info@keu.co.za / www.keu.co.za

We accept liability for all financial advice and or intermediary services provided by our representatives, which services may be provided under supervision

- We act in terms of a Binder Holder Agreement with the Insurer and receive a binder fee of not more than 10 to 15% of the gross premium from the Insurer.
- We do not hold shares in the insurer and we did not receive more than 30% of our total remuneration from the insurer in the last 12 months .
- Our Professional Indemnity and Fidelity Guarantee Insurance are underwritten by the Lombard Insurance Company Limited. Our policy Number is P51 004430.
- We are not required to hold any IGF cover as we do not collect any premium from policyholders.
- “Our Intermediaries earn commission of 12.5% in respect of Motor business and a structured commission between 10% and 20% in respect of Non-Motor business on the gross premium shown in the policy schedule.
- Our Conflict of interest policy is available on our website at www.keu.co.za

Details of our Compliance Officer

Associated Compliance, Reg No 2003/029557/07

Physical Address:

Postal Address:

Ground floor, Lakeview House, Constantia Office Park, Corner 14th Avenue and Potgieter Street, Weltevreden Park, Roodepoort, 1709

PO Box 9655, Devon Valley 1715

Contact details: (info@associatedcompliance.co.za, 011 678 2533, www.associatedcompliance.co.za)

The Compliance Officer is Mr C Ormrod, who is contactable at the numbers above.

- Complaints should be written, emailed or faxed to KEU offices and a copy thereof forwarded to the Compliance Officer at the address and fax number noted above.



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#### 4. Details of your Insurer

Centriq Insurance Company Limited (The Insurer), Company Registration No 1998/007558/06, Financial Services Provider No 3417

Physical address:

The Oval, Second Floor, West Wing, Wanderers Office Park, 52 Corlett Drive, Illovo, 2196

Postal address:

PO Box 55674, Northlands, 2116

Telephone Number: 011 268 6490 Fax Number: 011 268 6495 E-mail: info@centriq.co.za / www.centriq.co.za

The Compliance Officer is assisted by Compli-Serve (Pty) Ltd, who is contactable at the numbers above and email below.

Email: compliance@centriq.co.za

The Claims Manager is contactable at the numbers above and email below.

Email: claims@centriq.co.za

In the event of a complaint, please contact.

Email: faiscomplaints@centriq.co.za / claimscomplaints@centriq.co.za

#### 5. Extent and nature of premium obligation

• The premium and all accompanying charges are detailed on your policy schedule. The type of policy is described on the document attached.

• Payment method:

Once-off risks: Premium payment is due prior to the inception of cover.

Annual policies: **IGF intermediaries** – Payment of premium is due within 15 days from the end of the month of collection.

**Cash intermediaries** – Payment of premium is due at inception of cover.

**Monthly payments or debit order payments** – Final instalment of current period of insurance is due 30 days prior to the renewal date of the upcoming period as stipulated in the policy schedule.

• Consequence of non-payment:

The premium must be paid by the due date. Where such premium is by monthly debit order, the onus will be on you to ensure that the monthly premium is met by the financial institution and should you fail to pay any monthly premium or annual premium within 15 days of the due date, no claim shall be payable to you and the cover will be cancelled.

#### 6. Other matters of importance

• You must be informed in the event of any material changes to the information referred to in point 1, 2 and 3 above.

• If the information in point 1, 2 and 3 was given orally, it must be confirmed to you in writing within 30 days for annual policies or within 2 working days for once-off risks.

• If any complaint is not resolved to your satisfaction by the intermediary and/or insurer, you may submit the complaint to the Short-term Insurance Ombudsman whose address appears at the foot of this notice.

• A polygraph or lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim.

• If premium is paid by debit order:

– it may only be in favour of one person and may not be transferred without your approval; and

– your insurer must inform you at least 30 days before the cancellation thereof, in writing, of its intention to cancel such debit order.

• Your insurer and not the intermediary must give you reasons in writing in the event of a claim being repudiated.

• Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.

• You are entitled to a copy of the policy free of charge.

#### 7. How to Institute a claim

• Complete the appropriate claim form (available from your intermediary or KEU Underwriting Managers (Pty) Ltd) and forward to your insurer or intermediary.

• The incident giving rise to the claim must be notified to a police station within 24 hours and lodged in writing with your insurer within 30 days of occurrence.

• The office of the insurer is the branch address specifically marked on the attached schedule.

• Do not admit liability or negotiate with any person. Have your vehicle towed to a safe place.

• Note down the names and addresses of any witnesses.

• If you receive a summons or notice of impending legal action, notify your insurer immediately and forward any documentation to your insurer.

• Do not give any instruction to repair unless your insurer has approved it.

#### 8. Warning

(a) Do not sign any blank or partially completed forms.

(b) Complete all forms in ink

(c) Keep all documents handed to you

(d) Make note as to what is said to you

(e) Don't be pressurized to buy the product

(f) Study the policy with care immediately once it is received. If you have any uncertainties, discuss these with your insurer or intermediary.

Failure to provide correct or full relevant information may influence an insurer on any claims arising from your contract of insurance



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**9. Name, class or type of policy**

Full details about the name, class and type of policy involved are reflected on your policy schedules and are also contained in the policy wording. Policy schedules should always be read in conjunction with the policy wording. Should you require any explanation about the terms, conditions, exclusions, provisions, premiums, excesses (or deductibles) or any other information, please contact your Financial Services Provider for assistance.

**10. Particulars of:**

<i>Sasria Soc Limited</i>	<i>The FAIS Ombud</i>
<p>Company Registration Number: 1979/000287/06            FSP Number: 39117            PO Box 653367, Benmore, 2010            Physical address: 36 Fricker Road, Illovo, Sandton, 2196            Tel: +27 11 214 0800 / 086 172 7742            Fax: 011 783 0781 / 086 172 7329            Email: info@sasria.co.za            Website: www.sasria.co.za            Details of the compliance department:            contactus@sasria.co.za</p>	<p>P O Box 74571, Lynwood Ridge, 0040            Physical Address: Sussex Office Park, Ground Floor, 473 Lynwood Road, Cnr Lynnwood Road and Sussex Avenue, Lynnwood, 0081            Tel: 012 470 9080            Fax: 012 348 3447            Email info@faisombud.co.za            Website: www.faisombud.co.za</p>
<i>Short-term Insurance Ombudsman</i>	<i>Registrar of Short-term Insurance</i>
<p>PO Box 32334, Braamfontein, 2017            Physical address: Sunnyside Office Park, 5th Floor, Building D, 32 Princess of Wales Terrace, Parktown            Tel: 011 726 8900            Fax: 011 726 5501            Email: info@osti.co.za            Website: www.osti.co.za</p>	<p>PO Box 35655, Menlo Park, 0102            Physical address: Riverwalk Office Park, Block B, 41 Matroosberg Road, Cnr Garsfontein and Matroosberg Roads, Ashlea Gardens' Ext 6, Menlo Park, Pretoria, 0081            Tel: 012 428-8000            Fax: 012 347-0221            Website: www.fsb.co.za</p>