

AE - Annual Events

Client Name: Endurance Ride Association of South Africa

Policy No: ACE110407AE / Renewal



PI & LIABILITY UNDERWRITING MANAGERS



NEW NATIONAL
ASSURANCE COMPANY

People you can talk to.

A C and E PI & Liability Underwriting Managers (Pty) Ltd

7th Floor Office Tower, Bedford Centre, Smith Street, Bedfordview

P O Box 752189, Gardenview, 2047, Republic of South Africa

Tel: 011 615 7529 Fax: 011 615 9360

Website: www.engineeringace.co.za

Company Registration Number: 2013/145635/07

VAT registration Number: 4090266018

Licensed FSB Financial Service Provider (FSB License No. 45553)

RENEWAL SCHEDULE

Insurer : New National Assurance Co Ltd
Broker : NEWSURE MAKELAARS BK
Marketer : Esther
Policy No : ACE110407AE / Renewal
File No : AE24/YK50215
Frequency : Monthly
Payment Method : Debit Order
Product : AE - Annual Events

The Insured : Endurance Ride Association of South Africa

Company Reg No : 124153NPO

Company Vat No : 4190264186

Physical Address : 9 Senekal Street
WIERDAPARK EXT 2
0156

Business Description : Various once off events – Equestrian Sports Events

Period of Insurance : (a) From 01 September 2024 to 31 August 2025 (both dates inclusive)
(b) Any subsequent period for which the Insurer agrees to renew this policy or any section thereof.

Policy Renewal Date : 01 September 2025

Endorsement Date : 01 September 2024

Endorsement Reason : Renewal

Policy Status : In Force

(All Premiums are inclusive of V. A. T. @ 15% - New National Assurance Co Ltd VAT No. 4380101289). In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

Signed on behalf of New National Assurance Co Ltd at Johannesburg on 18/07/2024

AE - Annual Events

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PREMIUM SUMMARY

Section	Cover included	Amendments	Monthly Premium
Events Liability / General Public Liability	Yes	R	R 3,305.00
	Total premium	R	R 3,305.00
	Total 15% VAT Included)	R	R 3,305.00

This Schedule becomes a tax invoice after inception of the cover when payment of the amount due has been made. The TOTAL PAYMENT includes V.A.T. and Commission of 20%, VAT at the rate of 15% is included in the total premium.

This document is compliant with the Commissioner's direction in terms of section 20(7) or 21(5) (as the case may be) of the Value Added Tax Act No 89 of 1991. Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.

Premium obligations and consequences of non-payment of premiums:

This Policy is subject to premium payment payable in terms of the Short-Term Insurance Act (No. 53 of 1998).

The Policyholder Protection Rules under section 55 of the Short-Term Insurance Act (No.53 of 1998) affords the insured a grace period of 15 days from the payment due date as per the Policy Schedule. The grace period does not apply to the month of inception and only comes into effect the month following the inception of a policy.

It is hereby noted that premiums are payable in advance either on the first of the month or as agreed and indicated by your payment method on the policy schedule.

The implications of a failure to pay the policy premium as per the regulations will result in a provision of this policy to be voided to the extent that the Act provides expressly or by implication that the Underwriter on behalf of the Insurer may repudiate a claim because the premium was not paid on the due date even though payment was made during the grace period referred to in Rule 15 of the Policyholder Protection Rules (Short-Term Insurance), Section 55 of Short-Term Insurance Act of 1998, whether or not the payment was made prior to the event giving rise to the claim. The Act further allows an insurer to terminate a policy with immediate effect due to non-payment of a premium. If premium payment is not received by the end of the aforementioned grace period, then your policy shall be deemed as cancelled. The cancellation will be dated the 1st day following the last month for which premiums were received.

Annual Premium Paid Monthly

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

- i. in the event of the Insurers not receiving the instalment for any reason whatsoever, this Insurance shall, notwithstanding anything to the contrary contained in the policy, be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.
- ii. Reinstatement of this Insurance shall be at the sole discretion of the Insurers, but Insurers shall not unreasonably withhold such reinstatement provided the Insured can give explanations acceptable to the Insurers for the failed payment
- iii. in the event of prior notification of any claim or circumstances that might lead to a claim during the Annual Period of Insurance for which an unpaid monthly instalment applies, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will be the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

AE - Annual Events

Client Name: Endurance Ride Association of South Africa

Policy No: ACE110407AE / Renewal

AC & E PI and Liability Underwriting Managers (Pty) Ltd

TREATING CUSTOMERS FAIRLY

MISSION STATEMENT

We place customer interests at the heart of everything we do and commit to treat customers with honesty, fairness and respect at all times.

Treating Customers Fairly (TCF) and customer service is a significant part of our philosophy and we know that good customer service equates to good business

About TCF

TCF stands for Treating Customers Fairly. TCF was implemented by the Financial Services Conduct Authority (FSCA) to ensure that the fair treatment of customers is embedded within the culture of all financial services providers and representatives.

The goal of TCF is:

- .Improving customer confidence**
- .Ensuring appropriate products and services**
- .Enhancing transparency and discipline.**

There are six key Treating Customers Fairly (TCF) outcomes in terms of the regulators aim. This document sets out our commitment to Treating Customers Fairly. We understand the fiduciary relationship between the Policyholder and the Broker. However, anyone dealing with **A C and E PI & Liabilities Underwriting Managers (Pty) Ltd** is entitled to hold us to account and challenge us to perform as we have detailed in the pages that follow. This is a valid document and the contents may change from time to time. Any alteration or changes will only be made where the result is an improvement and enhancement to Treating Customers Fairly.

The SIX OUTCOMES

A C and E PI & Liabilities Underwriting Managers (Pty) Ltd and all its employees subscribe to all six outcomes of TCF which are as follows:

- Outcome 1:** Customers are confident that they are dealing with providers where the fair treatment of customers is central to the provider's culture.
- Outcome 2:** Products and services marketed and sold in the retail market are designed to meet the needs of identified customer groups and are targeted accordingly.
- Outcome 3:** Customers are given clear information and are kept appropriately informed during the entire process.
- Outcome 4:** Where customers receive advice, the advice is suitable and takes account of their circumstances.
- Outcome 5:** Customers are provided with products and the associated services that perform at an acceptable standard as specified by the provider.
- Outcome 6:** Customers do not face unreasonable post-sale barriers when they want to change

AE - Annual Events

Client Name: Endurance Ride Association of South Africa

Policy No: ACE110407AE / Renewal

Our PROMISE

We are committed to ensuring the following:

1. Deliver prompt, friendly, efficient, courteous and relevant customer service at all times.
2. Provide efficient customer-driven processes.
3. Continuously improve and identify new technologies and endeavour to excel in the delivery of our customer service.
4. Assist you in making an informed decision whether it may be a new product, claim or policy amendments, etc., always via your broker.
5. Only provide you with products that you need.
6. Encourage and build long lasting relationships with all our customers.

Providing opportunities for feedback regarding our products and services, make the necessary changes where appropriate to ensure customer satisfaction.

Instil a culture of openness and transparency with regards to our processes and products.

What YOU can do to HELP

You can assist us with TCF by doing the following:

1. Providing and disclosing all the relevant information regarding your insurance needs to enable us to provide you with the most suitable products/services.
2. Tell your broker how we can improve our service and products.
3. Inform your broker of any changes to your personal or company information to ensure we keep our records up to date.
4. Read through all your policy wording, associated documents and any communications carefully and familiarise yourself with our processes and products.
5. Let your broker know if there is any aspect of our products that you do not understand or are not satisfied with.

FEEDBACK

Please note that as an underwriting manager, we are precluded from dealing with any policyholder directly. This means that all forms of correspondence and communication are exclusively through an intermediary (Broker). Should you have any complaints or queries you may submit same to your broker who will in turn convey same to us. We will in turn proceed to address such queries and complaints in a timely manner in order to avoid any unnecessary delays.

Details of our complaints procedure can be found on our website www.engineeringace.co.za <<http://www.engineeringace.co.za>> or refer to your policy wording and associated documents or call us on (011) 615 7529.

Endorsement: Changing Legislation

It is agreed that all references to specific legislation includes amendments to, re-enactments of such legislation or in the case of repeal, the applicable legislation replacing such legislation.

AE - Annual Events

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EVENTS LIABILITY SECTION

			Indemnity Limit	Annual Premium
DETAILS				
Retroactive Date	: 2020/08/15	Deductible		
Events Liability / General Public Liability	10% of claim, minimum R 10 000		R 20 000 000	R 39 660.00
CLAUSES AND EXTENSIONS				
	Included	Deductible		
Temporary construction	Yes	R10 000	R 10 000 000	
Defamation	Yes	R2 500	R 500 000	
Emergency Medical Expenses	Yes	R0	R 250 000	
Food and Drink	Yes	R10 000	R 1 000 000	
Spread of Fire	Yes	12.5 % of claim, min R25 000	R 10 000 000	
Statutory Legal Defence Costs	Yes	R2 500	R 500 000	
Trespass Nuisance	Yes	R2 500	R 150 000	
Wrongful Arrest	Yes	R2 500	R 500 000	
TOTAL				R 39 660.00
ADDITIONAL NOTES				

Territorial Limits are Worldwide (Excluding USA and Canada)

Limits of Indemnity (Excluding 15% VAT) are in the annual aggregate during the period of insurance.

Conditions:

1. Policy Deductibles are VAT neutral.
2. All cover is on a "Claims Made" basis.
3. The premium is inclusive of 20% Broker Commission and 15% Ancillary Fee.
4. War, terrorism, riot, strike, civil commotion, asbestos, computer losses, gradual pollution is excluded.
5. Signed proposal form - The premiums herein are based on the information provided in the signed Proposal Form.
6. Sanctions Clause. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or provide any benefit under the policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that (re)insurer and/or parent company to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union. This shall also apply to the trade or economic sanctions, laws or regulations enacted by the United Kingdom and the United States of America, insofar as this extension does not violate any regulation or specific national law applicable to the reinsurer.
7. The limits shown do not accumulate – They are the maximum.
8. Extensions are sub-limited and are not in addition to the main limit.
9. **Children to be under adult supervision at all times.**
10. **Appropriate Disclaimers to be prominently displayed on the premises.**
11. **Indemnity forms to be signed by all participants / guardians of participants.**
12. **Notwithstanding the policy wording, this policy is Non-Cancellable due to the COVID-19 Pandemic.**

Specific Exclusion:

- Motor Car rallies / Bike rallies / Quad Bikes rides
- Archery Events – With the exception of closed off events.
- Paint Ball and or any Gun related activities/Events – With the exception of closed off events in a controlled and supervised environment.
- Marine / Water related Events
- Aviation activities / other than Ground Events at Air shows, excluding any Aviation activity
- Trade Union rallies /marches (other than Conferences and Congresses)
- Political rallies / Marches (other than Conferences and Congresses)
- Liability arising from the abuse of alcohol.
- Liability arising from Listeriosis contamination.
- Animals and liability arising from them.
- Motor Liability
- Prize Indemnity
- Cancellation / Abandonment / Postponement

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Policy No: ACE110407AE / Renewal

Spread of Fire on Conditions

Special Provision:-

It is a condition precedent to liability that the insured complies with all requirements for the prevention of spread of fire as contained in the Forest Act, 1984 (Act 122 of 1984) (as amended), the Preservation of Agricultural Resources Act, 1983 (Act 43 of 1983) (as amended) and the National Veld and Forest Fire Act, 1998(Act 101 of 1998) (as amended) or substituted and all regulations promulgated in terms thereof as well as all other relevant statutory requirements.

Specific Exception to the Spread of Fire Cover

- Damage to sugar cane, crops, plantations and or forests caused by spread of fire to neighboring premises is excluded
- Spreading of fire to neighboring premises (if stated in the policy to be included)

The Specific Exception of this Section relating to spread of fire is cancelled, PROVIDED THAT:

- The Company shall not be liable to pay more than the amount stated in the Schedule for any one occurrence, and
- The Insured shall be liable for the first amount payable of 12.5% (twelve and a half percent) with a minimum of R25 000 (twenty-five thousand rand) for each and every claim.

It is a condition precedent to liability that the Insured at the time of the occurrence giving rise to a claim complies with all requirements relevant to the National Veld and Forest Fire Act no 101 of 1998 as amended.

Emergency Medical Expenses:

Insurers 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.

The following Exclusions will apply to the Emergency Medical Expenses

Exclusions:

- Any claim arising out of the use or operation of a motor vehicle
- Employees and or directors and or principals of the Insured

Wrongful Arrest:

This Extension provides indemnity for claims arising out of Wrongful Arrest committed or alleged (other than by the Insured) to have been committed by the Insured in the course of the business and or the provision of Professional Services

Provided always that for the purposes of this extension, the term Wrongful Arrest shall mean

- a) Assault committed or alleged to have been committed at the time of making or attempting to make an arrest, or in resisting an overt attempt to escape by a Third Party under arrest, before such Third Party has been or could be placed in the custody of the Police or a law enforcement officer
- b) defamation, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft.

No indemnity shall be provided in respect of Claims

- a) Made against the Insured by any Third Party other than those Third Parties being or having been or alleged to have been arrested or under arrest, or their personal representatives
- b) Made against the Insured by anyone else referred to under the definition of the Insured, or their personal representatives
- c) Arising out of unfair labour practice as within the meaning of the Labour Relations Act No.66 of 1995 as amended from time to time

AE - Annual Events

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Policy No: ACE110407AE / Renewal

STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY - DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract)
As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information :

1. The Intermediary (Insurance Broker)

NEWSURE MAKELAARS BK
FSP No: 43086
57 Walter Sisulu Stre,
Middelburg,
Mpumalanga,
1050
Pobus 1733,
Middelburg,
1055
Tel : 0845842555
Email : mel@newsure.co.za

The Intermediary (Insurance Broker), when granted an agency agreement, had Professional Indemnity cover in place.

2. Details About The Underwriting Manager

*AC and E PI & Liability Underwriting Managers (Pty) Ltd
Company Registration: 2013/145635/07
VAT Registration Number: 4090266018
FSP Registration: 45553
7th Floor, Office Towers, Bedford Centre, Smith Street,
Bedford Gardens, 2049
Telephone: (011) 615 7529 Fax: (011) 615 9360
EMail:info@engineeringace.co.za

* AC and E PI & Liability Underwriting Managers (Pty) Ltd holds Professional Indemnity cover through Leppard Underwriting

3. Details of how to report a claim

*Claims are to be instituted as follows:

claims@engineeringace.co.za

(i) Notify A C and E PI & Liability Underwriting Managers (Pty) Ltd as soon as possible after the event giving rise to the claim and must be submitted in writing with documentary proof of your loss. You will be required to notify the police in the event of a theft or where a criminal act is suspected.

(ii) Procedures for the submitting of a claim are set out in full detail in your policy document. If you require assistance, contact AC&E PI & Liability Underwriting Managers (Pty) Ltd

(iii) If you have a dispute regarding a claim that is not resolved to your satisfaction by the broker or the insurer, you may submit the complaint to the National Financial Ombud Scheme South Africa (NFO) as per the details in 9 below.

(iv) Take all reasonable steps to prevent further damage or loss.

(v) Please bear the following in mind:

- * Under no circumstances must liability be admitted
- * Do not destroy or discard any articles or evidence related to the claim

Type of policy involved

Please refer to your policy document which contains the name, risk description (class), policy number and type of policy involved.

General Information

- * For every financial service product marketed by our company, a contract exists between the Underwriter and Insurer.
- * For practical reasons, our representatives do not carry copies of the contracts on their persons. The necessary documentation is available for viewing at our offices.
- * We have not requested, and the registrar has not granted, any specific exemptions from the FAIS Act.

- * In case of any queries you may have regarding compliance to the FAIS Act, kindly contact Anne Marie Fourie on 011 615 7529
- * Neither Anne Marie Fourie nor the FSP, directly or indirectly hold (s) more than 10% shareholding in any insurance companies, nor do we hold any substantial financial interest in any insurance company (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)
- * The FSP received more than 30% of our total remuneration from a particular insurer during the preceding 12-month period. (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)

(i)The insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and receipt thereof by or on behalf of the Insurer, and such premium is payable as declared in the policy document

4. Details of Contact Person at the Underwriting Manager

Name: Anne-Marie Fourie
Tel: (011) 615 7529 Fax: (011) 615 9360
Email: info@engineeringace.co.za
Legal and Contractual Status: Independent Intermediary

My Qualifications:

Because of my period of experience in the financial services industry, I am not required to render any financial services under supervision and I am authorised to give financial advice under the following auspices: I am a Representative of this licensed FSP. As I have been registered as 'Fit and Proper' and competent to give financial advice, the licensed FSP accepts full responsibility for the advice which I give to my clients. Full details of any product supplier will be given to you in writing at quotation stage. I stand to receive no personal benefit from the financial services for which I am offering advice other than my remuneration which is based on a combination of Commission & Fees.

5. The Insurer

- * NEW NATIONAL ASSURANCE COMPANY - FSP No: 2603
9 Old Main Road, Kloof, 3640
PO Box 1610, Durban, Kwa Zulu Natal, 4000
Telephone: 031-3342000 Fax: 031-3011166
- * Compliance / Complaints Officer: Ms. V Lakhraj

6. Details of AC&E Compliance Officer

Address correspondence to :
Roy Banks
Compliance Trust (Pty) Ltd
Practice Number: 6749
Tel: 082 575 6427
Fax: 086 636 5359
Email: roy@compliancetrust.co.za

AE - Annual Events

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Policy No: ACE110407AE / Renewal

7. Other matters of importance

Please note that AC&E have implemented a Conflict of interest management policy as required by the FAIS Act and General Code of Conduct. A copy of our policy may be viewed on our website at: www.engineeringace.co.za

- (a) You must be informed of any material changes to the information provided above.
- (b) If the information was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction you may submit the
- (d) The insurer and not the intermediary must give reasons for repudiating your claim.
- (e) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure of such a test may not be the sole reason for repudiating a claim
- (f) 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.
- (g) You are entitled to a copy of the policy free of charge.
- (h) Your Broker receives commissions from your Insurer at the legislated rates. These are currently, 20% on Non-Motor Policies other than Single Project PI which is 15%. Any other amounts due by you will be included in all quotations and renewal documents given to you and will be reflected on your policy schedule.

8. Warning

- * Do not sign any blank or partially completed application
- * Complete all forms in ink.
- * Keep all documents handed to you.
- * Make notes as to what is said to you.
- * Don't be pressurized to buy the product.
- * Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance
- * All material facts must be accurately, fully and properly
- * Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact

9. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

- Telephone number: 0860-800-900
- Email address: info@nfosa.co.za
- Website address: www.nfosa.co.za

NFO Johannesburg

Office 110 Oxford Rd Houghton Estate
Johannesburg
Gauteng
2198

NFO Cape Town

Office Claremont Central Building 6th Floor 6 Vineyard Road
Claremont
Western Province
7700

10. Particulars of Registrar of Short-term Insurance.

FSCA - Financial Sector Conduct Authority

Contact number:

Call Centre: 0800 20 37 22

Switchboard: 012 428 8000

Fax: 012 346 6941

Email: Info@fsca.co.za

Website: www.fsca.co.za

Postal Address:

P.O Box 35655

Menlo Park

0120

Address:

41 Matroosberg Road

Ashlea Gardens

Pretoria

0002

11. Particulars of the FAIS Ombud

Telephone: +27 12 762 5000 / +27 12 470 9080

Facsimile: +27 12 348 3447 / +27 12 470 9097

Postal Address: P.O. Box 74571, Lynwood Ridge, 0040

Website: www.faisombud.co.za

110 Oxford Road, Houghton Estate, Johannesburg

12. Commissions and Fees

Non Motor Commission : R661.00

Motor Commission: R Nil

Non Motor Sasria Commission : R 0.00

Motor Sasria Commission : R Nil

UMA Policy Fee : R Nil

Remuneration : R661.00