

## Annual Liability Policy for Events

The Insured named in the Schedule having applied to the Insurers for the Insurance and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers agree to indemnify the Insured subject to the terms Exclusions and Conditions of this Policy.

### DEFINED EVENTS

### OPERATIVE CLAUSE

In consideration of the payment of the premium the Insurers will indemnify the Insured against its legal liability to pay compensation (including claimants costs, fees and expenses) occurring within the territorial limits

The indemnity applies only to such liability as defined in each insured Section of this Policy in respect of sums that the Insured shall become legally liable to pay in respect of accidental Injury or loss of, or damage to Property, including claimant's costs and expenses, which arises during or in connection with the Event, and applies to claims first made against the Insured during the Period of Insurance as specified in the Schedule within the Territorial Limits, subject always to the terms, exclusions, conditions and limitations applicable to such Section and to the Policy as a whole.

A Section shall be deemed to be insured **only where so stated in the Schedule** to this Policy.

For the purpose of determining the indemnity granted:

1. "Costs and Expenses" (including Defence Costs) means costs, charges, and expenses incurred by insurers or by the Insured (with Insurers prior written consent):
  - a) in defence or settlement of any claim under this policy or any action or prosecution brought against the Insured in respect of any liability as insured in terms of this policy
  - b) in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this policy and / or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this policy
2. "Damage" means loss of possession or control of or actual damage to physical property
3. "Dangerous Activity" shall mean, in connection with the Event, any activity, game, function, sport, amusement, display, competition or fund raising function organised by the Insured or on behalf of the Insured for which the Insured is responsible, involving:
  - (i) fireworks, bonfires and/or pyrotechnical devices.
  - (ii) fairground rides or mechanical or electrical rides of any kind;
  - (iii) ballooning or flying of any description;
  - (iv) persons riding on animals;
  - (v) shooting ranges, weapons or archery;

4. "Deductible" shall mean the amount stated in the schedule, which shall be payable by the Insured for each claim in respect of all injuries and damages, claimants costs and expenses before Insurers shall be liable to make any payment under this policy.
5. "Employee" means
  - a) any person/s employed under a contract of service or apprenticeship with the Insured
  - b) any person/s engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only for the purpose of carrying out the day to day operations of the Business
6. "Event" shall mean the activity, function, festival or events as more fully described in the Schedule.
7. "Food and Drink" shall mean Injury or damage at the venue, directly caused by food or drink, for which the insured shall become legally liable to pay to third parties, in terms of this policy
8. "Injury" means death, bodily Injury, illness or disease of or to any person, including nervous shock, mental anguish or mental illness.
9. "Occurrence" shall mean any one occurrence or series of occurrences with one originating cause, arising during or in connection with the Event, which gives rise to a claim or series of claims under one or more of the Operative Sections of this Policy, irrespective of the number of injured persons or actual or alleged claimants, and whether or not brought individually or by way of class action by the claimant or claimants concerned.
10. "Pollution" means the emission discharge release dispersal disposal seepage or escape of solid liquid gaseous or thermal contaminants or irritants, including smell electromagnetic waves noise vibrations smoke vapour soot fumes acids alkalis chemicals and waste or any other noxious substance or effluent into or upon the soil the atmosphere or any watercourse or body of water or other tangible property
11. "Product" means any tangible property after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured, during the event, including food and drink, but shall not mean food and drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit
12. "Professional Duties" means any professional activity arising out of any act error omission in the provision of any advice, design services instructions or specification and where advice of a technical nature is provided by the Insured in exchange for a fee
13. "Pure Financial Loss" shall mean any pecuniary or economic loss or expense.
14. "Standard Conditions of Contract" means the Standard Conditions of Contract used by the Insured in the ordinary course of the Business and as lodged with and accepted by the Insurers.
15. "Territorial Limits" shall mean the Republic of South Africa unless otherwise stated in the policy schedule.

## **GENERAL CONDITIONS AND PROVISIONS**

The General Conditions and Provisions are applicable to all Sections of this policy unless otherwise stated

### **1. MANIFESTATION CLAUSE**

In the instance of any Injury or Damage where the Insured and the Insurers cannot agree when the Injury or Damage occurred then for the purposes of determining Indemnity:

- 1.1. Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the injury shall be determined to have occurred when the Insured was first advised of the injury.
- 1.2. Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

### **2. INDEMNITY TO OTHERS**

The Indemnity granted shall extend at the Insured's option, and agreed by Insurers, to

- 2.1. any party (including their sub-contractors) who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity
- 2.2. officials of the Insured in their business and/or private capacity arising out of the conduct of the Business
- 2.3. the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person.
- 2.4. any partner, director, members or official who has the authority to second or direct Employees of the Insured to perform work for himself in a personal or private capacity, if liability arises out of or in connection with such work.

It is warranted that all such persons or parties shall observe, fulfil and be subject to the Terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the Insured had the claim been brought against the Insured.

### **3. LIMITS OF INDEMNITY**

- 3.1. Insurers' liability to pay Compensation (including claimants' costs, and expenses), Defense Costs and/or Interest on Damages in accordance with any legislation or award shall be deemed to be included in the Indemnity Limits stated in the Schedule. The Limits of Indemnity are in excess of the deductible.
- 3.2. Value Added Tax, General Sales Tax and other taxes and duties of a similar nature payable in relation to the claim and recoverable by Insurers from governmental authorities shall be deemed to be included in the Indemnity Limits stated in the Schedule unless stated otherwise.
- 3.3. Any interest on damages payable in accordance with legislation governing such interest, but not including interest payable from the date of judgment, award or settlement of any claim, shall be deemed to be included in the Indemnity Limits stated in the Schedule.
- 3.4. The Indemnity Limit "Any One Occurrence" shall mean the Indemnity Limit that applies to any one claim or series of claims arising from one originating cause.
- 3.5. The Indemnity Limit "Annual Aggregate" represents the total amount of Insurers' liability in respect of all claims during the Period of Insurance.
- 3.6. Should liability arising from one originating cause, form the subject of indemnity by more than one Section of this Policy, each Section shall be subject to its own Indemnity Limit, provided always that the total amount of Insurers' liability shall be limited to the greatest Indemnity Limit available under any one of the Sections providing indemnity.

- 3.7. Should any Limit of Indemnity be altered during the Period of Insurance then the previous Limit of Indemnity shall apply to all claims made or deemed to have been made prior to the date of such alteration.

#### **4. MATERIAL ALTERATION IN RISK**

The proposal form and all other underwriting information shall form the basis of the insurance granted by this Policy. The Insured shall during the Period of Insurance advise Insurers as soon as possible of anything which they reasonably believe will materially change the information in the proposal form and such underwriting information that was originally presented to Insurers. The Insurers may amend the terms of this Policy according to the materiality of such information.

#### **5. CLAIMS NOTIFICATION**

- 5.1. On the happening of any occurrence which may result in a claim under this Policy the Insured shall, at its own expense:-
  - 5.1.1. immediately give notice thereof to the Insurer
  - 5.1.2. as soon as reasonably possible provide particulars of any other insurance covering such claims as are hereby insured
  - 5.1.3. within 30 days after the occurrence submit to the Insurer full details in writing of any claim
  - 5.1.4. give the Insurer such proofs, information and sworn declarations as the Insurer may require and forward to the Insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the occurrence giving rise to the claim
  - 5.1.5. furnish the Insurer with all technical reports, laboratory data, field notes or any other documents generated by persons hired by the Insured to investigate the claim and all expert reports, investigations and data collected by experts retained by the Insured, whether or not the Insured intends to use the material for any purpose
  - 5.1.6. furnish to the Insurer all demands, summons, notices or other legal process or papers filed with a court of law, administrative agency and investigative body which may be issued or commenced against the Insured in connection with the occurrence giving rise to the claim; and all and any other information and documentation that the Insurer may require
  - 5.1.7. The Insured shall not without the written consent of the Insurers make any admission, offer promise or payment in connection with any claim against the Insured or circumstance which may give rise to a claim under this Policy.
- 5.2. If the Insurer rejects a claim made under this Policy and the Insured does not take legal action against the Insurer within 6 months of the rejection of the Insured's claim, all benefit afforded under this Policy in respect of such claim shall be forfeited.

#### **6. INSURER'S RIGHTS AFTER AN OCCURRENCE**

- 6.1. On the happening of any occurrence in respect of which a claim is or may be made under this Policy the Insurer and every person authorised by the Insurer may, without thereby incurring any liability and without diminishing the right of the Insurer to rely upon any conditions of this Policy, 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 shall have full discretion in the conduct of any proceedings and in the settlement of any claim.
- 6.2. The Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- 6.3. The Insurer may in the case of any occurrence pay to the Insured the Limit of Indemnity provided in respect of such occurrence or any lesser sum for which the claim or claims arising from such occurrence can be settled and the Insurer shall thereafter not be under further liability in respect of such occurrence.

## **7. LEGAL COMPLIANCE**

The Insured shall at all times comply with all statutory and/or provincial and/or municipal regulations governing the conduct of the Business and/or legislation relating to the organizing of an event.

## **8. POLICY INTERPRETATION**

The Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Schedule shall bear such specific meaning wherever it may appear.

Any dispute concerning the formation, validity or interpretation of this Policy and/or Schedule will be determined in accordance with the law of the Republic of South Africa.

The Insured and the Insurers submit to the exclusive jurisdiction of any court of competent jurisdiction within the Republic of South Africa and agree to comply with all requirements necessary to give such court jurisdiction. All matters arising hereunder shall be determined in accordance with the law and practice of such court.

## **9. NOTIFICATION AND SERVICE OF SUMMONS CLAUSE**

Wherever this Policy provides that notice be given to the Insurers, such notice shall be given to the Underwriting Managers as stated in the Schedule.

## **10. PREVENTION OF LOSS**

The Insured shall take all reasonable steps and precautions to prevent accidents or losses and to comply with all applicable statutory requirements and maintain their property, plant, machinery, vehicles in good order and repair, ensure that their products are free from defect and fit for the intended purposes before relinquishing possession to others. To remedy any defect and danger which becomes apparent or to take the required additional precautions as required.

## **11. OTHER INSURANCE**

Any claim made against the Insured which is the subject of insurance by any other policy shall not form the subject of indemnity of this Policy and this Policy shall not be drawn into contribution with such other insurance.

If indemnity is sought under this Policy by any fraudulent means:

- a) all benefit in respect of such claim shall be forfeited;
- b) Insurers may cancel the Policy with immediate effect by Notice in Writing to the last known address of the Insured

## GENERAL EXCLUSIONS

The General Exclusions are applicable to all Sections of this policy unless otherwise stated.

This Policy does not cover liability:

1. **PROFESSIONAL DUTIES**

arising out of any negligent act, error, or omission committed in the execution and conduct of the Professional duties of the Insured.

2. **KNOWN OCCURRENCES**

arising out of any occurrence, the circumstances of which were known to the Insured before inception of this Policy.

3. **DELIBERATE ACTS**

arising out of the deliberate, conscious, intentional or reckless disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims.

4. **FRAUD**

arising out of any dishonest, illegal or criminal act committed by the Insured, its employees or any other person or representative acting on behalf of the Insured, including any collusion thereto.

5. **INSOLVENCY**

arising out of the insolvency of the Insured

6. **LIQUIDATED DAMAGES**

arising out of liquidated damages clauses, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties.

7. **FINES, PENALTIES**

for awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensation awards or damages or aggravated damages or in any other form whatsoever

8. **TERRORISM**

for any claim arising directly or indirectly as a result of or in connection with Terrorism including, but not limited to, any loss, damage or injury caused by fire, looting or theft

"Terrorism" means the use or threatened use of force or violence against person or property, or commission of an act dangerous to human life or property, or commission of an act that interferes with or disrupts an electronic or communication system, undertaken by any person or group, whether or not acting on behalf of or in connection with any organization, government, power, authority or military force, when the effect is to intimidate or coerce a government, the civilian population or any segment thereof, or to disrupt any segment of the economy.

Terrorism shall also include any act which is verified or recognized by the Republic of South Africa's Government as an act of terrorism.

9. **WAR, RIOT, INSURRECTION AND UPRISING**

for any loss, damage, accident, Injury and/or liability directly or indirectly caused by, related to or in consequence of:

- 9.1 civil commotion, labour disturbances, riot, strike, lock out or public disorder or any act or activity which is calculated or directed to bring about any of the foregoing;
- 9.2 war, invasion, act of foreign enemy hostilities or war like operations (whether war be declared or not) or civil war;
- 9.3
  - a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
  - b) insurrection, rebellion or resolution;

- 9.4 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;
- 9.5 any act which is calculated or directed to bring about loss 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 for the purpose of inspiring fear in the public or any section thereof;
- 9.6 any attempt to perform any act referred to in clause 9.4 or 9.5 above;
- 9.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 9.1, 9.2, 9.3, 9.4, 9.5, or 9.6 above

If the Insurers allege that by reason of the provisions of the exception, loss or damage is not covered by this Policy then the burden of proving the contract shall rest on the Insured

## 10. NUCLEAR ENERGY RISKS

- a) for any loss or destruction of or damage to any property resulting loss or expense or any consequential loss; or
- b) any legal liability of whatsoever nature, directly or indirectly caused by or arising from or in consequence of or contributed to by nuclear weapons, material or by ionizing radiations or combustion of nuclear fuel
- c) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof

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

## 11. LIMITED CYBER EXCLUSION – APPLICABLE TO THE FOLLOWING SECTION:

Employers' Liability; Product Liability and General Public Liability

1. Notwithstanding any provision to the contrary within This Policy Agreement or any endorsement thereto This Policy Agreement excludes any CYBER LOSS regardless of any other cause or event contributing concurrently or in any other sequence thereto, unless subject to the provisions of paragraph 2.
2. Subject to the other terms, conditions and exclusions contained in This Policy Agreement, This Policy Agreement will cover losses arising from legal liability of the insured and statutory liability in the case of Employers' Liability caused by or arising out of a CYBER ACT or a CYBER INCIDENT which result in bodily injury to third parties (other than mental injury, mental anguish or mental disease) or physical damage to third party property.
3. This endorsement is applicable to the following section classes of business and where specifically included in the policy schedule:
  - 3.1 Employers' Liability;
  - 3.2 Products Liability;
  - 3.3 Public Liability.
4. Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any DATA, including any amount pertaining to the value of such DATA shall not be recoverable hereunder, nor be considered as physical loss or damage for the purposes of this exclusion clause or any other part of This Policy Agreement.
5. Any recoveries, collectibles or retention from any other form of insurance, whether specific, general or which may overlap including deductibles or self-insured retention which protects the Insured in respect of any CYBER LOSS (hereinafter "Other Recoveries") shall inure to the benefit of the Insurer in all cases and this contract shall not respond until all Other Recoveries are exhausted. The liability of Insurers' in respect of loss or losses covered hereunder shall not be increased by any reason of the inability of the Insured to collect any amounts from Other Recoveries.

6. If the Insurers allege that by reason of this exclusion any CYBER LOSS sustained by the Insured is not covered by This Policy Agreement, the burden of proving the contrary shall fall to the Insured.

#### Definitions

7. CYBER LOSS means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any CYBER ACT or CYBER INCIDENT including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any CYBER ACT or CYBER INCIDENT.
8. CYBER ACT means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any COMPUTER SYSTEM.
9. CYBER INCIDENT means:
  - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any COMPUTER SYSTEM; or
  - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any COMPUTER SYSTEM.
10. COMPUTER SYSTEM means any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, DATA storage device, networking equipment or back up facility.
11. DATA means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a COMPUTER SYSTEM.

## **12. COMMUNICABLE DISEASES EXCLUSION**

Notwithstanding any provision to the contrary within This Policy agreement, This Policy agreement excludes all actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount incurred by or accruing to the insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:

1. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
2. the method of transmission, whether direct or indirect, includes but is not limited to, Airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
3. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress or damage to human health, human welfare or property damage

## **13. ELECTRONIC SMOKING DEVICES, E-CIGARETTES AD E-LIQUIDS EXCLUSION**

Liability, including all loss, cost and expense, directly or indirectly arising out of , resulting as a consequence of ,or related to, and whether or not there is a related cause of loss which may have contributed concurrently or in any sequence to a loss, cost or expense:

- An electronic smoking device including the design, manufacture, distribution, sale, maintenance, use, or repair thereof, or the inhalation of vapor delivered from an electronic smoking device. Electronic smoking device means a battery powered device that delivers a vaporized inhalable substance through a mouthpiece including but not



limited to battery powered cigarettes, pipes, cigars, hookahs, and vaporizers, other than steam inhalers, mist inhalers or vaporizers used for medical purpose.

- E-liquids and/or e-juices including the design, manufacture, distribution, sale, maintenance or use. E-liquids and/or e-juices means nicotine solutions, favouring or any other substance used in an electronic smoking device.

#### **14 .OPIOID-RELATED EXPOSURES EXCUSION**

This Policy does not apply to and specifically excludes coverage for any damage, loss, liability, claim, injury, expense, cost, or legal obligation of any kind arising from any opioid or opiate-based substance or narcotic of any type, nature, or kind, including but not limited to any loss, injury, damage, expense, cost, claim, liability, or legal obligation directly or indirectly arising from the manufacture, marketing, production, distribution, application, prescription, sale, use, storage, safeguarding, warning, failure to warn, or diversion of, or addiction to, any opioid or opiate-based substance or narcotic of any type, nature, or kind.

#### **15. DEDUCTIBLE**

For the applicable self-insured retention as stated in the Schedule in respect of the first amount of each claim or series of claims arising out of one originating cause

#### **16. ASBESTOS**

This insurance shall not apply to and does not cover any actual or alleged claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to, by the hazardous nature of asbestos in whatever form or quantity.

#### **17. CONTRACTUAL LIABILITIES**

Attaching to the Insured in terms of the provisions of any contract or agreement which liability would not have attached to the Insured in the absence of such provisions. This Exclusion shall not apply to the Standard Conditions of Contract or such other contracts or agreements lodged with and agreed to in writing by the Insurers.

#### **18. COMPULSORY INSURANCE**

Arising out of any circumstances compulsorily insurable by legislation.

#### **19. AIRCRAFT, WATERCRAFT, AIRCRAFT PRODUCTS, AIRPORTS**

- a) Arising out of the ownership possession or use by or on behalf of the Insured of any aircraft, watercraft, or hovercraft.
- b) arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operation or navigational aid facilities.
- c) arising out of any product which is intended for incorporation into the structure, machinery or controls of any aircraft.

#### **20. REMOVAL OF SUPPORT**

For loss of or damage to property caused by dewatering operations or by the removal or weakening of or interference with support to such property

#### **21. POLLUTION**

- a) Arising out of seepage, pollution or contamination provided always that this exclusion shall not apply where such seepage, pollution or contamination is caused by a sudden, identifiable, unintended and unexpected happening.
- b) For the cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening

**22. SYSTEM FAILURE**

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

**23. CANCELLATION / ABANDONMENT OR POSTPONEMENT**

Arising from any performance, surety, credit, financial guarantee or any other circumstance (whether financial or otherwise) which leads to the cancellation, abandonment or postponement of the Event.

**24. PURE FINANCIAL LOSS**

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

**25. POLICY CANCELLATION**

The insured may not cancel the policy after written acceptance has been received except following the cancellation of the insured event.

**26. KIDNAP, RANSOM AND/OR EXTORTION**

Arising from Kidnap, Ransom and/or Extortion

**27. PETROLEUM**

Arising from the storage and/or processing of petroleum products

## **SECTION A - GENERAL PUBLIC LIABILITY**

### **1. INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of liability for which the Insured shall become legally liable arising out of death, bodily Injury and/or damage.

### **2. STATUTORY LEGAL DEFENCE COSTS (only applicable if stated in the schedule)**

The Insurers will indemnify the Insured in respect of legal costs, fees and expenses incurred with the prior consent of the Insurers in the defence of any criminal action brought against the Insured as a result of the alleged contravention during the Period of Insurance of any Statute governing the conduct of the Business, other than Statutes governing the ownership or use of motor vehicles or labour or the Companies Act No. 61 of 1973 or the National Environmental Management Act as read in conjunction with the Criminal Procedure Act No. 56 of 1955 and provided always that:

- a) no indemnity shall be granted for fines or penalties
- b) in the case of an Appeal, the Insurers shall not indemnify the Insured unless a Senior Counsel (to be agreed to by the Insurers) shall advise that such Appeal should be likely to succeed.

### **3. DEFAMATION (only applicable if stated in the schedule)**

Notwithstanding anything to the contrary contained in Clause 3.1, the indemnity granted by this Section extends to include claims arising out of defamatory statements, whether written or verbal, made by the Insured, provided always that no indemnity shall be granted in respect of claims arising out of any publication in any journal, magazine or newspaper or on radio or television or in any electronic media.

### **4. DAMAGE TO LEASED OR RENTED PREMISES (only applicable if stated in the schedule)**

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

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

### **5. EMERGENCY MEDICAL EXPENSES (only applicable if stated in the schedule)**

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.

### **6. CLAIMS PREPARATION COSTS (only applicable if stated in the schedule)**

The policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company to substantiate the amount of any Claim, provided that the liability of the Insurer for such costs does not exceed 10% of the Public Liability Limit of Indemnity or R10,000, whichever is the lesser amount.

### **7. MEMBER TO MEMBER LIABILITY (only applicable if stated in the schedule)**

If the Insured is a voluntary association consisting of members, the Company will provide an indemnity to each member of the Insured in respect of a legal liability that such member/s may have to third parties for Bodily Injury or loss of, or damage to, Property, in connection with the Event, in the same manner and to the

same extent as if a separate Policy had been issued to each member; provided that any member claiming an indemnity under this Policy is a fully paid up, legitimate and valid member of the Insured whose membership has not been suspended, revoked or withdrawn for any reason

#### **8. COLLAPSE OF TEMPORARY CONSTRUCTION AND SCAFFOLDING (only applicable if stated in the schedule)**

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

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

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

#### **9. SPREAD OF FIRE (only applicable if stated in the schedule)**

Insurers will indemnify the Insured consequent upon Injury or damage at the venue, directly caused by spread of fire, for which the Insured shall become legally liable to pay third parties, up to the Limit of Indemnity stated in the schedule

#### **10. WRONGFUL ARREST (only applicable if stated in the schedule)**

Insurers will indemnify the Insured consequent upon Injury or damage at the venue, for which the Insured shall become legally liable to pay to third parties directly caused by wrongful arrest including arrest and 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 could be placed in the custody of police or law enforcement officer.

#### **11. FOOD AND DRINK (only applicable if stated in the schedule)**

Insurers will indemnify the Insured consequent upon Injury or damage at the venue, directly caused by food and drink, for which the insured shall become legally liable to pay third parties, up to the Limit of Indemnity stated in the schedule

### **SPECIFIC EXCLUSIONS**

This Section does not cover liability:

1. arising out of injury to any person under a contract of employment or apprenticeship with or the provision of labour only services to the insured where such injury arises out of the execution of such contract
2. arising out of or in connection with the nature or condition of any Product
3. for and/or arising out of Damage to property owned leased or hired by or under hire purchase or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
  - a) premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Damage to the that part of the property on which the Insured is working and which arises out of such work)
  - b) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.
  - c) property belonging to Transnet Limited, or their subsidiary companies, or any government or quasi- government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured.
  - d) personal effects belonging to visitors, directors, partners and Employees of the Insured

4. arising out of the ownership, possession or use of any motor vehicle or trailer by or on behalf of the Insured, other than liability:
  - a) caused by the use of any tool of trade or plant forming part of or attached to or used in connection with any motor vehicle or trailer.
  - b) arising beyond the limits of any carriageway or thoroughfare and caused by the loading or unloading of any motor vehicle or trailer.
  - c) for Damage to any bridge, weighbridge, road or anything beneath caused by the weight of any motor vehicle or trailer or the load carried thereon.
  - d) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking.
  - e) arising out of the possession or use by the Insured of any vehicle or trailer belonging to Transnet Limited, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured.
  - f) Any vehicle, trailer, locomotive or rolling stock belonging to any rail service provider whilst used on behalf of the Insured at any railway siding

provided always that no indemnity is granted against liability compulsorily insurable by legislation or for which the government or other authority has accepted responsibility.

5. arising out of the ownership possession or use of explosives.
6. for loss of or damage to any electronic data irrespective of the cause including detrimental change thereto and any consequential loss arising therefrom
7. arising out of the ownership, hire, leasing or operation of any airport, airstrip, or helicopter pad by or on behalf of the Insured.
8. for injury or damage arising out of the ownership, possession or use of any watercraft (other than watercraft not exceeding 15 metres in length and then only whilst such craft is on land or is being used on inland waterways or estuaries)
9. for injury or damage arising out of the ownership, possession or use of any aircraft
10. liability caused by or arising from claims for the cost of repair, inspection, alteration, correction or replacement or making good of any defective workmanship or materials or any defect in any Product of the Insured
11. consequent upon injury or damage caused by or through or in connection with any design formula specification or advice given or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the Insured.
12. for injury to any Employee arising out of and in the course of employment by the Insured
13. arising from any Product other than food or drink provided for consumption at the event.
14. arising from the acts of Employees, or persons acting on the Insured's behalf, whilst restraining, prohibiting entry to, or removing, any persons at the premises at which the Event takes place which results in Bodily Injury, or loss of, or damage to, Property, where the force used is considered excessive or gratuitously violent in nature by the Company.
15. arising from the effects of any alcoholic or any illegal substance including prescribed drugs or medication.
16. unless otherwise agreed by the Company and acknowledged by specific endorsement to this Policy arising from a Dangerous Activity;
17. actual or attempted physical contact with or challenge to any participant, intended or unintended, in the course of any sports or competitive activity organised by the Insured or on behalf of the Insured or for which the Insured is responsible;

18. arising from Property belonging to the Insured, Employee's, sub-contractors or visitor's personal effects.
19. arising from Property in the custody or control of the Insured more specifically defined as:
  - (a) Property belonging to any partner, director or Employee of the Insured or sub-contractor;
  - (b) To vehicles and their contents and accessories whilst using parking facilities provided by the Insured and/or available at the Event.
20. for loss or damage to the venue at which the Event takes place;
21. liability assumed by agreement (other than under the insured's own standard terms and conditions of contract) as long as accepted by the insurer in writing, unless liability would have attached to the insured notwithstanding such agreement. More specifically described as
  - (a) If the insured becomes legally liable for acts and omissions of the employees of a security firm in the course of their employment engaged to protect the venue in the course of the business of the insured.

## **SECTION B - PRODUCTS LIABILITY**

### **1. INDEMNITY**

The Insurers will indemnify the Insured in respect of all sums for which the Insured shall become legally liable to pay compensation (which term shall include claimants expenses) arising out of Injury or Damage happening within the Territorial Limits as stated in the Schedule, arising out of the nature or condition of or in connection with any Product.

### **2. SPECIFIC EXCLUSIONS**

This Section does not cover liability:

- 2.1. the cost of repair, reconditioning or replacement of any Product or part thereof

For the purposes of this Exclusion the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product.

- 2.2. costs incurred by the Insured in the recall of any defective Product or part thereof;
- 2.3. claims arising from failure of any Product or any part thereof to fulfil its intended function or to perform as specified warranted or guaranteed, but this Exclusion shall not apply to consequential Injury or Damage.
- 2.4. arising from advice, design, specification, formula or information of a technical nature unless given in connection with the Insured's Products.
- 2.5. any defect in any Product of which the Insured was aware prior to inception of this Policy.
- 2.6. arising out of any Product (including any marketing advisory service in connection with the Product) within or en route to the United States of America or Canada where such Product was to the knowledge of the insured intended for sale or resale in the United States of America or Canada or such sale or resale could reasonably have been contemplated by the Insured. In any action, suit or other proceedings where the Insurers allege that by the reason of the provisions of this Specific Exclusion any liability is not covered by this Section, the burden of proving that such liability is covered shall be upon the Insured
- 2.7. Arising out of any professional advice provided by or on behalf of the Insured.
- 2.8. Arising out of any Product intended for incorporation into any aircraft.

## **SECTION C – EMPLOYERS LIABILITY**

### **1. INDEMNITY**

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of liability for and/or arising out of Injury to any Employee arising from and in the course of employment.

### **2. SPECIFIC EXCLUSIONS**

This Section does not cover liability:

- 2.1. for Injury caused or contributed to by prolonged exposure to substances factors or circumstances peculiar to any particular employment or occupation
- 2.2. arising out of liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
- 2.3 arising out of any circumstances compulsorily insurable by legislation notwithstanding that no insurance in terms of such legislation is in force or has been effected.



## **GENERAL MEMORANDA:**

applicable to all Sections of this policy unless otherwise stated

### **DATA PROTECTION CLAUSE**

1. Each party shall comply with its obligations under Data Protection Law including, without limitation, by implementing appropriate technical and organisational security measures.
2. Without prejudice to the generality of the foregoing:
  - 2.1. The parties acknowledge and agree that they will each:
    - a) respond to enquiries they respectively receive where Relevant Personal Data is processed in accordance with applicable Data Protection Law;
    - b) provide reasonable cooperation and assistance to the other party to enable the latter party to fulfil its respective obligations in particular in case of enquiries from any data subject or authority, or a Relevant Personal Data breach; and
    - c) implement additional appropriate safeguards (including but not limited to the entering into standard data protection clauses where appropriate).
  - 2.2. The Insurer shall:
    - a) notify the Insured promptly and in any event within 72 hours of any known breach of technical and organisational security measures where the breach has affected or could have affected the Relevant Personal Data; and
    - b) notify the Insured promptly if it receives any request or enquiry from any authority or data subject with regard to the Relevant Personal Data, and keep the Insured regularly updated as to how it handles such request or enquiry.
    - c) not transfer Relevant Personal Data without having implemented appropriate safeguards in accordance with the Data Protection Law. Promptly upon written request of the Insured, the Insurer shall provide the Insured with a comprehensive list of third parties to which Relevant Personal Data have been transferred. Third parties engaged by the Insurer for carrying out specific activities on its behalf must ensure the same data protection obligations as set out in this Agreement by way of a contract or relevant applicable law with which the third party is obligated to comply.

#### **Definitions:**

**Data Protection Law** means all applicable data protection and privacy legislation, Regulation and guidance including but not limited to any statute, regulation, law, code or guidance (all as amended, updated or re-enacted from time to time) in any territory which relates to protection and/or privacy of personal data and which the Insured and/or the Insurer must observe.

**Relevant Personal Data** means the personal data (as defined in Data Protection Law) transferred between the parties under this Agreement