

TO AND FORMING PART OF CIB COMMERCIAL POLICY WORDING

This **Addendum** supersedes all previous Policy Wordings and / or **Annexures** to which cover has been agreed in terms of **Our** Culinary Product. All of which are cancelled and replaced with this Culinary **Addendum** and must be read together with:

- 1. the CIB Commercial Policy Wording, and / or
- 2. Your Culinary Schedule, and /or
- 3. Your Culinary Annexure.

These documents will tell **You** all that **You** need to know about the Cover, Terms, Conditions and Limitations relating to the insurance that **You** have purchased.

Any extension / benefit which do not have a wording assigned within this Addendum will have the cover provided as contained in the CIB Commercial Policy Wording.

For the purpose of this Culinary Product **Addendum** the following **Sections** which appear in the CIB Commercial **Policy** Wording are deleted

Section 16: Schools Liability

Section 21: Motor Traders External

Section 22: Motor Traders Internal

POLICY REFERENCE	COMMENT
PART 2	
GENERAL CONDITIONS	
Silent risk clause	Where any part of the whole of Your premises ceases to be occupied by You for the purpose of the Business as a going concern, the insurance cover is suspended unless We have been notified of this and accepted such in writing.
Change of interest	As soon as Your interests in any item covered in terms of this Policy is terminated there will no longer be any cover in respect of such item.
Flammable liquids storage restriction	It is noted and agreed that unless otherwise agreed to in writing by Us and so stated in the Schedule , that the Buildings as reflected in the Schedule are regarded as not being used for the storage of any hazardous or flammable substances.



Welding	It is a condition of this Policy that You warrant that welding will take place in a cordoned off area which is not in close proximity to combustible material and that a Hot works program is implemented.
Kitchen extraction maintenance	It is a condition of this Policy that every kitchen having an extraction system installed must comply with all regulatory and statutory codes of practice and any kitchen which is fitted with extraction ducting will have the entire system thoroughly cleaned and serviced by professional cleaners every 6 months.
Gas installations	It is a condition of this Policy that all gas installations must be compliant to regulatory and statutory codes and that storage and safekeeping of gas bottles must be in a well ventilated cage constructed of metal to prevent damage by vehicles and / or animals. The cage of which must have clearly visible (NO SMOKING) signs displayed in a prominent position.
Emergency fire response and evacuation plan	It is a condition of this Policy that a dedicated and documented fire, emergency and evacuation management plan be implemented and maintained. A dedicated fire response team must be in place and trained on the firefighting procedures and the use of firefighting resources every year and records hereof must be maintained.
Pallet requirements	It is a condition of this Policy that all stock must be raised at least 150mm from the floor and stored on approved pallets, racks or similar. In the event of any noncompliance hereof We will not indemnify You in respect of water damage to stock.
	GENERAL PROVISIONS
Trauma benefit	The insurance by each Section of this Policy is extended to be inclusive of expenses incurred, which are not otherwise covered whether under this Policy or elsewhere, for trauma treatment by a registered professional counsellor.
	If You / Your employee or guest requires treatment due to hijacking, theft or fire that occur in Your building or on Your premises.
	Provided always that Our liability under this extension will not exceed the amount stated in the Schedule / Annexure .



PART 3	
	SECTION 1: FIRE AND ALLIED PERILS
	SPECIFIC EXTENSIONS
Alcohol and beverage extension	We will indemnify You for accidental, sudden and unforeseen physical damage caused by the leakage of beverages from fixed installations inclusive of resultant loss of beverages.
	Provided that the limit of Our liability in respect of loss or damage will not exceed the amount stated in the Schedule / Annexure and You will be Responsible for the first amount stated in the Schedule / Annexure for each and every claim.
External signs, blinds and canopies extension	We will pay up to the amount stated in the Schedule / Annexure for accidental, sudden and unforeseen physical damage arising from events in terms of the cover provided to external signs, blinds and canopies at Your premises for which You are Responsible inclusive of signs and signposts advertising Your establishment, being Your property of that for which You are Responsible.
	Provided that You will be Responsible for the first amount payable of R1 000 each and every claim and We will not pay more than the limit stated in the Schedule / Annexure for any one event in any one Annual Period .
	For the purpose of this Specific Extension the term damage does not include liability costs and / expenses howsoever arising.
Goods in the open	We will indemnify You for any item which is designed to be in the open for accidental, sudden and unforeseen physical damaged by an event indemnified in terms of the cover provided whilst not in the confines of the building as stated under the Risk Address noted on the Schedule, for any one event unless the item being claimed for is required to be specified in terms of this Policy. Provided that the limit of Our liability in respect of loss or damage will not exceed the amount stated in the Schedule / Annexure.
	For the purpose of this extension such goods must still be located at the Risk address note don the Schedule. No cover will operate for goods in open kept at another Risk Address, unless previously approved by Us in writing.
Basic theft of external fixtures and fittings	We will indemnify You for loss or damage caused by theft to exterior fixtures and fittings to Your insured building (as Insured under Item 1: Buildings) where there is no forcible or violent entry into or exit from Your insured building or where there is no evidence thereof.
	Provided that: 1. if any insured building or part thereof becomes Unoccupied for 30 consecutive days, the cover provided hereunder is suspended as regards the Unoccupied building or Unoccupied parts thereof, unless You , before the occurrence of loss or damage, obtain Our written consent to continue this cover,

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	 Our liability for such costs and expenses will be reasonable and will not exceed the amount stated opposite this Specific Extension in the Schedule / Annexure.
Seasonal increase of stock	The sum insured of stock in trade will automatically be increased by 10% over long weekends and during school holidays (based on the official school calendar)
Damage to contents by wild animals extension	This Section extends to be inclusive of loss of or damage to contents as a result of the acts of wild animals provided that the limit of Our liability in respect of loss or damage will not exceed the amount stated in the Schedule / Annexure and You will be Responsible for the first amount stated in the Schedule / Annexure for each and every claim.
Discharge of weapons	We will indemnify You for damage to contents and stocks caused by the discharge of weapons during an armed robbery. Provided that the limit of Our liability in respect of damage will not exceed the amount stated in the Schedule / Annexure any one event, limited to R20 000 in the Annual Period.
Damage to property at exhibitions and trade shows	Except so far as is otherwise insured, the Insured Property is covered whilst temporarily removed for the purpose of an exhibition or trade show. Provided that 5 days prior to the exhibition or trade show You notify Us of: 1. the location and address of the exhibition or trade show, 2. the date indicating the duration of the exhibition or trade show, 3. fire prevention and security available. The limit of Our liability in respect of loss or damage will not exceed R50 000 per exhibition and / trade show.
Damage caused by guests	We will indemnify You for accidental, sudden and unforeseen physical loss or damage as a result of the acts of guests or visitors not otherwise insured by this Policy provided that the limit of Our liability in respect of each and every claim is limited to the amount stated in the Schedule / Annexure per event and You will be Responsible for the first amount stated in the Schedule / Annexure for each and every claim.
	OPTIONAL EXTENSIONS
Additional cover for external signs, blinds and canopies	In consideration of the payment of an additional premium, it is hereby noted and agreed that We will indemnify You for accidental, sudden and unforeseen physical damage in terms of the cover provided to external signs, blinds and canopies at Your premises for which You are Responsible inclusive of signs and signposts advertising Your establishment, being Your property of that for which You are Responsible .
	Provided that the limit provided for in terms of this Optional Extension plus any limit provided for under the Specific Extension headed External Signs, Blinds and Canopies (combined) will be Our maximum liability in respect of any one event and You will be Responsible for the first amount payable noted in the Schedule / Annexure .



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Additional cover for goods in the open	In consideration of the payment of an additional premium, it is hereby noted and agreed that We will indemnify You for any item which is designed to be in the open for accidental, sudden and unforeseen physical damaged by an event indemnified in terms of the cover provided whilst not in the confines of the building (as stated under the Risk Address noted on the Schedule), for any one event unless the item being claimed for is required to be specified in terms of this Policy. Provided that the limit provided for in terms of this Optional Extension plus any limit provided for under the Specific Extension headed Goods in the Open (combined) will be Our maximum liability in respect of any one event and You will be Responsible for the first amount payable noted in the Schedule / Annexure .
	For the purpose of this extension such goods must still be located at the Risk address note don the Schedule. No cover will operate for goods in open kept at another Risk Address, unless previously approved by Us in writing.
Additional cover for seasonal Increase of stock	In consideration of the payment of an additional premium, it is hereby noted and agreed that We will increase the sum insured of stock in trade by the percentage that You indicate for periods not stipulated under the Specific Extension headed Seasonal Increase of Stock. Provided that the period to which this Optional Extension applies is noted on the Schedule .
Additional cover for theft of fixtures and fittings	In consideration of the payment of an additional premium, it is hereby noted and agreed that any damage caused by theft to exterior fixtures and fittings where there is no forcible or violent entry into or exit from a building will be covered.
	 Provided that: if any building or part of the building insured becomes Unoccupied for 30 consecutive days, the cover provided hereunder is suspended as regards the Unoccupied building or part of the building, unless You, before the occurrence of loss or damage, obtain Our written consent to continue this cover,
	Our liability for such costs and expenses will be reasonable and will not exceed the amount stated opposite this clause in the Schedule
	SECTION 2: BUILDINGS COMBINED
	SPECIFIC EXTENSIONS
External signs, blinds and canopies extension	We will pay up to the amount stated in the Schedule / Annexure for accidental, sudden and unforeseen physical damage arising from events in terms of the cover provided to external signs, blinds and canopies at Your premises for which You are Responsible inclusive of signs and signposts advertising Your establishment, being Your property of that for which You are Responsible.
	Provided that You will be Responsible for the first amount payable stated in the Schedule / Annexure each and every claim and We will not pay more than the limit stated in the Schedule / Annexure for any one event in any one Annual Period.



	For the purpose of this Specific Extension the term damage does not include liability costs and / expenses howsoever arising.
Damage to contents by wild animals extension	This Section extends to be inclusive of loss of or damage to contents as a result of the acts of wild animals provided that the limit of Our liability in respect of loss or damage will not exceed R15 000 and You will be Responsible for the first R500 of each and every claim.
Discharge of weapons	We will indemnify You for damage to contents and stocks caused by the discharge of weapons during an armed robbery. Provided that the limit of Our liability in respect of damage will not exceed the amount stated in the Schedule / Annexure for any one event, limited to R20 000 in the Annual Period.
Damage to property at exhibitions and trade shows	Except so far as is otherwise insured, the Insured Property is covered whilst temporarily removed for the purpose of an exhibition or trade show. Provided that 5 days prior to the exhibition or trade show You notify Us of:
	the location and address of the exhibition or trade show,
	2. the date indicating the duration of the exhibition or trade show,
	3. fire prevention and security available.
	The limit of Our liability in respect of loss or damage will not exceed the amount stated in the Schedule / Annexure per exhibition and / trade show.
Damage caused by guests	We will indemnify You for accidental, sudden and unforeseen physical loss or damage as a result of the acts of guests or visitors not otherwise insured by this Policy provided that the limit of Our liability in respect of each and every claim is limited to the amount stated in the Schedule / Annexure per event and You will be Responsible for the first amount stated in the Schedule / Annexure for each and every claim.
Contamination and pollution of fish stocks extension	We will pay for death of fish kept for aesthetic purposes only (not incidental to Your Business) directly resulting from the cover provided up to the limit stated in the Schedule / Annexure. This Specific Extension excludes death of fish following water pollution or contamination from chemicals or waste which is not caused by sudden and unforeseen circumstances. Provided that You will be Responsible for the first amount payable amount stated in the Schedule / Annexure for each and every claim and We will not pay more than the limit stated in the Schedule / Annexure for any one event in any one Annual Period. We will not be responsible for any claim, cost, expense where the death of fish
	arises as a result of disease or sickness howsoever arising.
Removal of bees, wasp and hornets	We will indemnify You up to a maximum amount stated in the Schedule / Annexure for costs incurred in the removal of hives of bees or nests of wasps or hornets at the premises stated in the Schedule if those bees, wasps or hornets are a threat to You, any guest or staff employed by You.

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OPTIONAL EXTENSIONS

Additional cover for external signs, blinds and canopies

In consideration of the payment of an additional premium, it is hereby noted and agreed that **We** will indemnify **You** for accidental, sudden and unforeseen physical damage in terms of the cover provided to external signs, blinds and canopies at **Your** premises for which **You** are **Responsible** inclusive of signs and signposts advertising **Your** establishment, being **Your** property of that for which **You** are **Responsible**.

Provided that the limit provided for in terms of this **Optional Extension** plus any limit provided for under the **Specific Extension** headed External Signs, Blinds and Canopies (combined) will be **Our** maximum liability in respect of any one event and **You** will be **Responsible** for the first amount payable noted in the **Schedule** / **Annexure**.

SECTION 4: BUSINESS INTERRUPTION

SPECIFIC EXTENSIONS

Franchise fees and royalties payable to the franchisor extension

We will indemnify **You** in respect of Franchise Fees and Royalties payable to the Franchisor subject to the underlying Terms, Conditions and Definitions contained under items 1: **Gross Profit** (Difference and Additions basis) it is specifically noted that:

- any usual Franchise fees calculated on a flat or fixed amount and which
 regardless of the interruption of or interference with the Business remains
 payable by You to the Franchisor, will be deemed to be included as
 Standing Charges for the purposes of calculating the Gross Profit and for
 the application of the Rate of Gross Profit,

Contingent business interruption extension

We will indemnify **You** up to a maximum of 25% of the Business Interruption Sum Insured or R150 000 (whichever is the lesser) where the direct cause of **Your** loss and the sole reason for the reduction in profit is in respect of:

- 1. murder, rape and suicide at the premises,
- closure of Your premises due to defective sanitation, vermin or pests on order of the local authorities provided such closure does not emanate from Your lack of duty to comply with the requirements of such authorities,
- chemical or oil pollution of beaches, rivers or waterways within 10 kilometres of the premises,
- 4. shark attack or attack by wild game (within a 10-kilometre radius of the premises),



	 Business interruption due to bomb scare in the 1 kilometre vicinity of Your premises,
	6. summons for You to appear in court as a witness or any of Your directors, partners or employees,
	7. loss of attraction resulting from the reduction in passing trade following the loss of attraction as a result of Damage to the attraction,
	8. loss resulting from the reduction in passing trade as a result of Damage to the premises of Your anchor tenant.
Ventilation failure	We will indemnify You up to a maximum of R150 000 in respect of loss as insured by this Section resulting from interruption of the Business as a result of the direct failure of any ventilation or extraction system which controls the cooling, heating or extraction requirements of the premises stated in the Schedule .
	Should such interruption arise from mechanical or electrical or electronic breakdown, there shall be no liability under this Specific Extension for the first 24 hour following such interruption or interference.
	If We allege that loss or damage is not covered by this Policy , the burden of proving the contrary will rest with You .
Loss of liquor licence extension	Definitions For the purpose of this Specific Extension and wherever these appear the below mentioned definitions bear reference and apply:
	Licence means the licence granted for the retail sale of excisable liquors at the Premises.
	You / Your or the Purpose of this Specific Extension only is inclusive of the Licence holder.
	COVER PROVIDED We will indemnify You for loss in respect of:
	 the cost and expenses incurred by You with Our written consent in connection with any appeal against the forfeiture of or refusal to renew such Licence,
	2. the reduction in Turnover as a direct result of such forfeiture.
	In the event of the Licence being:
	forfeited under the provisions of the legislation governing such licences in consequence of Damage or,



2. refused renewal by the appropriate licensing authority after due application for such renewal during the **Period of Insurance** from causes beyond Your control in consequence of Damage.

Provided that such loss is limited to a maximum of 15% of the Business Interruption Sum Insured or R150 000 (whichever is the lesser).

SPECIAL CONDITIONS

- You will give notice to Us in writing immediately upon becoming aware of any:
 - complaint against the control of the Business, 1.1.
 - 1.2. proceeding against or conviction of the Licence Holder, Manager, Tenant or Occupier of the **Business** for any breach of the licensing laws or any other matter whereby the character or reputation of the person concerned is affected with respect to their honesty, moral standing or sobriety,
 - 1.3. change in the tenancy or management of the Business,
 - 1.4. transfer or proposed transfer of the Licence,
 - 1.5. alteration in the purpose for which the **Business** premises are
 - 1.6. objection to renewal or other circumstances which may endanger the **Licence** or renewal thereof.

Subject to such notice You will be deemed to have reaffirmed at the date of each renewal of this **Section** the statements made in the Proposal and / or any other information upon which this insurance is based.

- 2. In the event of forfeiture or refusal of renewal of the Licence You will notify **Us** immediately after the order by the authorities and will state so far as **You** are able the grounds upon which such order has been made.
- In the event of death, bankruptcy, incapacity, desertion of the premises or conviction for any offence where such conviction affects Your character or reputation of a convicted person with respect to their honesty, moral standing or sobriety **You** will where practicable and at **Our** request procure a suitable person to replace them and one to whom the justice will transfer the **Licence** or grant the **Licence** by way of renewal.

SPECIFIC EXCLUSIONS

We will not be liable for any claim, cost or expense if:

- 1. **You** are entitled to obtain the payment of compensation under the provisions of any Act of Parliament or legislation in respect of the refusal to renew such Licence,
- 2. the forfeiture of or refusal to renew the **Licence** arises directly or indirectly from any scheme of town or country planning, improvement, redevelopment or compulsory purchase or the surrender, reduction or redistribution of licences in connection therewith, or from any



	alteration in the law affecting the granting, surrender, refusal to renew or forfeiture of Licences ,	
	 the forfeiture of or refusal to renew such Licence be occasioned wholly or partly by or through Your misconduct or procurement or connivance or neglect or Your omission or by Your omission to take any steps necessary for keeping the Licence in force. 	
	No claim will arise under this Section unless You or any other claimant hereunder can prove to Our reasonable satisfaction that such matter was beyond their power or control.	
Loss of aesthetic appeal	We will indemnify You in respect of loss resulting from interruption of or interference with the Business in consequence of Damage to property forming part of, or contained within, the complex of which the premises forms part and which results in a cessation or diminution of trade due to temporary falling away of potential customers whether Your premises or property contained therein is Damaged or not. Provided that:	
	 Our indemnity will not exceed 10% of the Business Interruption Sum Insured or R150 000 (whichever is the lesser) and 	
	 regardless of the Indemnity Period reflected in the Schedule, the Indemnity Period in respect of this Specific Extension will not exceed 3 months. 	
Bomb evacuation extension	The cover provided referred to in this Section is amended to be inclusive of loss following interruption of or interference with the Business during the Period Of Insurance in consequence of use of or access to the premises being prevented by Bomb-Scare provided that:	
	 such use of or access to the premises is prevented on the order of the South African Police Services, 	
	 the maximum amount payable by Us will not exceed 10% of the Business Interruption Sum Insured or R150 000 (whichever is the lesser), 	
	 You will be Responsible for the first R5 000 in respect of this Specific Extension. 	
	OPTIONAL EXTENSIONS	
Loss of specified tourist attraction extension (if stated to be included in the schedule)	We will indemnify You for loss of tourist attraction specified in the Schedule resulting in interruption or interference with the Business due to prevention of access to or Damage to the tourist attraction stated in the Schedule. Provided that regardless of the Indemnity Period reflected in the Schedule, the Indemnity Period in respect of this Specific Extension will not exceed 3 months.	
Cancellation of bookings (if stated to be included in the schedule)	We will indemnify You for loss of the value of deposits up to the limit stated in the Schedule up to a maximum of 25% of the Business Interruption Sum Insured for any one event received for the reservation (booking) of accommodation as a result of returning such deposits following cancellation or curtailment of the	



relevant bookings due to a cause listed below. Provided that such deposits cannot be recovered from any other source by or on behalf of the person cancelling or curtailing the booking and where such cancellation is received within a period not exceeding 1 week:

- 1. Accidental injury, illness or death of:
 - 1.1. the guest who booked the accommodation or any person with whom the guest has arranged to travel,
 - 1.2. a close relative, fiancé or close business colleague of the guest,
 - 1.3. pregnancy of the guest spouse,
 - 1.4. jury duty or witness in a court of law applying to the guest or any person with whom the guest has arranged to travel,
 - 1.5. the residential property of the guest being burgled or damaged by fire, water or the elements requiring the guest to return home,
 - 1.6. any official requirement for the guest to attend emergency duty in the military, medical service or public service.

SPECIFIC EXCLUSIONS

We will not be liable for any claims rising directly or indirectly:

- where at the time of booking the guest was aware of any medical condition or set of circumstances which could reasonably be expected to cause the booking to be cancelled or curtailed,
- 2. by any person who is receiving treatment for an existing condition or is on a waiting list for medical treatment or has knowledge of the fact that they will require treatment at a hospital or nursing home,
- by any person whose condition gives rise to a claim when travelling against the advice of a medical doctor or for the purpose of obtaining medical treatment abroad,
- 4. by any person whose condition gives rise to a claim was during the 12 months preceding such claim suffering from any chronic or recurring illness of a serious nature which required consultation or treatment unless such condition was declared to us and accepted by Us,
- from winter sports, mountaineering, underwater activities such as diving snorkelling or any other activity that requires the use of artificial breathing apparatus,
- 6. from pot-holing or any other underground activity inclusive of mining,
- 7. from riding or driving in any kind of race,
- 8. from wilful exposure to risk other than an attempt to save human life (manual work in connection with a profession, business or trade, or flying,





	except as a passenger in a fully licensed passenger carrying aircraft) provided that this exclusion will apply to indemnified person only.
	 any instruction issued by any authority whether local, national or international or promulgated by law, inclusive of any fear or threat thereof, whether actual or perceived.
	SECTION 6: THEFT
	SPECIFIC EXTENSIONS
Theft of guests / customers property	We will indemnify You for accidental, sudden and unforeseen physical loss or damage to guest / customer clothing and personal effects at the insured premises noted in the Schedule. This Specific Extension will only apply provided that the guest / customer can prove to Our satisfaction that no other insurance covering the items lost or damaged is in force at the time such loss or damage occurs.
	The limit of Our liability in respect of this extension will not exceed the amount stated in the Schedule / Annexure per guest and R30 000 for the Annual Period in the aggregate.
Theft of employee property	We will indemnify You for accidental, sudden and unforeseen physical loss of or damage to employee clothing and personal effects at the insured premises noted in the Schedule. This Specific Extension will only apply provided that the employee can prove to Our satisfaction that no other insurance covering the items lost or damaged is in force at the time such loss or damage occurs.
	The limit of Our liability in respect of this extension will not exceed the amount stated in the Schedule / Annexure in respect of clothing and personal effects per event further limited to R30 000 for the Annual Period in the aggregate.
	SECTION 7: MONEY
	SPECIFIC EXTENSIONS
Bilking extension	We will indemnify You for accidental, sudden and unforeseen loss of Money as a result of customers absconding before payment of their account for accommodation or other services provided by You before it can be collected from them, provided that Our maximum liability in respect of any one occurrence or event will not exceed the amount stated in the Schedule / Annexure and Our liability during any Annual Period will not exceed the amount stated in the Schedule / Annexure in the aggregate.
Fraudulent use of credit cards	We will indemnify You for accidental, sudden and unforeseen loss of Money arising as a result of transactions being made by customers with fraudulent or stolen credit cards, provided that Our maximum liability in respect of any one occurrence or event will not exceed the amount stated in the Schedule / Annexure and You will bear the first amount stated in the Schedule / Annexure of each and every occurrence or event giving rise to a claim and Our liability during any Annual Period will not exceed the amount stated in the Schedule / Annexure in the aggregate.



SECTION 13: PUBLIC LIABILITY BROAD FORM

For the purpose of this product - all exclusions and conditions remain operative unless cover has specifically been superseded in terms of this Addendum.

SPECIFIC EXTENTIONS

Food and drink extension

Regardless of anything contained to the contrary in the **Policy** it is hereby noted and agreed that **We** will indemnify **You** in respect of the cover provided caused by any **Product** (excluding wrongful delivery and delivery of incorrect Products) caused by the nature or condition of food and drink sold and supplied by **You** in connection with **Your Business** provided that:

- 1. **You** comply with all statutory laws and regulations pertaining to the sale and / or supply of food and drink, and
- 2. **You** take all reasonable precautions to ensure that food and drink sold and supplied is free from contamination and is fit for human consumption,
- 3. **Our** maximum liability in respect of any one **Occurrence** will not exceed the amount stated in the **Schedule / Annexure**, any additional cover must be purchased under the **Optional Extension** headed **Products Liability**.
- 4. You will bear the first amount payable stated in the Schedule / Annexure

Errors and omissions

We will pay for **Damages** which **You** will become legally liable to pay during the **Annual Period** which arise out of any act, advice, error or omission committed, or alleged to have been committed, subsequent to the effective date by or on **Your** behalf in connection with **Your Business**.

For the purposes of this **Specific Extension**, the term **Claim** or **Claims** will mean any:

- writ, summons, application or other legal or arbitral proceedings, crossclaim or counter claim issued against or served upon You and any Damages associated therewith,
- written or verbal demand alleging liability communicated to You under any circumstances and by wherever means and any Damages associated therewith.

SPECIFIC EXCLUSIONS

We will not provide any cover, cost or expense in respect of:

- 1. any **Claim** which is based on or is attributable to any failure or omission on **Your** part to effector maintain insurance,
- 2. any **Claim** arising out of delays in the performance of services or the supply of products,
- 3. any **Claim** arising out of any form of industrial action, whether such action is taken by **Your** employees or by others,
- 4. any **Claim** for which cover is provided for elsewhere in this **Policy**.





Events liability

For the purpose of this **Specific Extension** the following additional definition bears reference and applies:

Civil Liability means liability for **Damages** and **Legal Costs**, that a Civil

Court may order **You** to pay on a claim (not Criminal liability or penalties). It is inclusive of the **Legal Costs** of the person

making the claim for which You become liable.

COVER PROVIDED (Claims Made Basis: Aggregate Limit)

We will indemnify You for Damages payable during the Annual Period consequent upon Injury or Damage caused negligently through Civil Liability and occurring within the Territorial limits during or in connection with an event that You have organised or hosted provided that such event does not exceed more than 150 people.

CLAIM INVESTIGATION COSTS

We will also pay in addition to the **Limit of Indemnity** (but only up to an amount equal to the limit of indemnity) claim investigation costs.

These costs will however only be paid, if:

- 1. **We** incur them, or
- 2. **You** incur them after first obtaining **Our** Agreement in writing and these costs and expenses are in **Our** view reasonable and necessary.

We are not obliged to defend, or to continue to defend, any claim (or event) or pay or continue to pay, any **Legal Costs** associated with such defence.