

ANNEXURE A

EXTENDED LIABILITY SECTION

Defined events

Damages as defined in the Underlying Insurances for which the insured shall become legally liable to pay consequent upon injury to any person or damage to property which occurred in the course of or in connection with the business within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

The limits of indemnity

The indemnity granted by this insurance is in excess of the Underlying Public Liability Insurances of which there must be an underlying cover of at least R1million (non-motor) and R2,5m (motor) for the following liability covers

- (i) General Public Liability
- (ii) Tenants liability
- (iii) Property Owners Liability
- (iv) Products Liability
- (v) Defective Workmanship Liability
- (vi) Employers Liability
- (vii) Motor Third Party Liability (Excluding Fare Paying Passenger Liability)

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

Subject to the limit of indemnity shown under the heading "Additional Defence Costs" and with the written consent of insurers first being obtained, all costs reasonably and necessarily incurred in defending or settling such claims will also be paid by insurers as will costs of legal or similar representation at any inquest or other official enquiry into any incident which insurers agree might give rise to a valid claim under this insurance ("Additional Defence Costs").

For the purposes of determining the indemnity provided by this insurance: -

- 1 insurers will follow the insuring clause of the appropriate Underlying Insurance to determine the basis of indemnity being in respect of claims made against the insured during the Period of Insurance following Injury and/or Damage (Claims Made)
- 2 in respect of any claim partially indemnified by any Underlying Insurance, this insurance is subject to the terms, Exclusions and Conditions of such Underlying Insurance and the limit of indemnity the insurers agree to follow the interpretation by the company providing the underlying insurance.;
- 3 where the Indemnity Limit of the Underlying Insurance is exhausted by reason of previous claims, this insurance will be interpreted as if such Underlying Insurance had still been in force in respect of any claims which would otherwise have been indemnified by such Underlying Insurance
- 4 any decision by the Underlying Insurer to accept a claim "ex gratia" or "without prejudice" shall not be binding on this insurance;
- 5 no action or decision of the company covering the Underlying Insurer which prejudices this insurance in the conduct or settlement of any claim under this insurance shall be binding on this insurance;
- 6 no indemnity is granted by this insurance where any claim is uninsured by the Underlying Insurances by virtue of any excess or deductible thereunder or which does not form the subject of indemnity thereunder

- 7 no indemnity is granted where any claim forms the subject of any Extension to any Underlying Insurance where the Indemnity Limit in respect of such Extension is less than the Indemnity Limit stated in the schedule or is not shown in the schedule
- 8 where the Underlying Insurance is "Claims Made", no indemnity shall be granted in respect of liability arising out of Injury and/or Damage occurring prior to the Retroactive Date stated in the Schedule. Provided always that in the event of any Injury or Damage arising from continuous or continual inhalation, ingestion or application of any substance and where the Insured and the insurers cannot agree when the Injury or Damage occurred and where such date of occurrence is not defined in the Underlying Insurance, then:-
- (a) Injury shall be deemed to have occurred when the claimant first consulted a qualified Medical Practitioner in respect of such Injury
 - (b) Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

3. LIMIT OF LIABILITY

The liability in total under this insurance combined with the liability provided by the Underlying Insurance shall not exceed the ultimate net loss of R20,000 000 (twenty million Rand). or the Limit of Indemnity stated in the Schedule whichever is the lesser.

For the purposes of determining the Limit of Indemnity: -

- 3.1 where the Underlying Insurance contains an aggregate Indemnity Limit, then similarly the Limit of Indemnity under this insurance shall be deemed to be on an aggregate basis.
- 3.2 where the Indemnity Limit of the Underlying Insurance is inclusive of claimants' costs, fees and expenses and/or Defence Costs, then similarly the Limit of Indemnity under this insurance shall be deemed to be inclusive of such costs, fees and expenses and/or Defence Costs.

4. ADDITIONAL DEFENCE COSTS (if stated in the schedule)

This insurance provides indemnity for Defence Costs where not recoverable from an Underlying Insurance provided that at maximum these will be in direct proportion to the insurers' liability to pay compensation, damages and claimants' costs and expenses and the limit of indemnity stated in the schedule against Additional Defence Costs is exceeded.

5. CONDITIONS

(Conditions 5.1 to 5.7 are conditions precedent to the granting of indemnity under this insurance).

- 5.1 The Underlying Insurances are warranted to remain in force throughout the currency of this insurance and for not less than the Indemnity Limits stated (other than where exhausted or reduced by claims);
- 5.2 The indemnity granted by this insurance is subject to the terms, Exclusions and Conditions of the Underlying Insurances and any alteration;
- 5.3 Written notice must be given to insurers as soon as possible of any event that may give rise to a claim under this insurance and such further information as insurers may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to insurers as soon as possible.
- 5.4 The insured must throughout the period of this insurance advise insurers as soon as possible of anything which an insurer would reasonably consider material in his assessment of the cover granted by this insurance.
- 5.5 Indemnity will not be provided until the relevant Underlying Insurers have agreed to pay the Underlying Limit of Indemnity;
- 5.6 the insurer may at any time pay the Limit of Indemnity applying to any one claim or series of claims (after deduction of sums already paid) or any lesser amount for which such claims can be settled and shall then be under no further liability in connection with such claims except for their proportion of Defence Costs, where applicable, incurred prior to the date of payment.
- 5.7 If indemnity is sought by any fraudulent means this insurance will automatically and without notice be deemed void.

- 5.8 Any phrase or word in this insurance and the Schedule will be interpreted in accordance with the law of the Republic of South Africa.
- 5.9 The insurance and the Schedule shall be read together as one contract and any word or term to which a specific meaning has been attached shall carry such specific meaning wherever it appears.
- 5.10 Either the Insured or insurer may cancel this insurance by giving sixty days' notice in writing of such cancellation to the registered office of the other party, in which event the Premium will be adjusted by the provisions of General Condition 3A except that:-
- (a) any Minimum Premium will only apply on a proportionate basis to the period insurer were actually on risk
 - (b) if the Premium is not adjustable a return premium proportionate to the cancelled period will be due to the Insured.

6. SPECIFIC EXCLUSIONS

- 6.1 No cover shall be granted under this insurance for an insured who operates in the following business categories:
- (i) Aviation industry
 - (ii) Agricultural Chemicals (i.e. manufacturers and importers of fertilisers, herbicides, pesticides, fungicides,) (Wholesalers and Retailers are covered subject to the right of recourse against manufacturers and importers being enforceable)
 - (iii) Animal feeds including Pet Food Products manufacturers and importers. (Wholesalers and Retailers are covered subject to the right of recourse against manufacturers and importers being enforceable)
 - (iv) Demolition and Excavation Contractors
 - (v) Explosives industry
 - (vi) Freight Forwarders and Cartage Contractors, Transporters and Carriers (Other than General and Tenants Liability)
 - (vii) Hospitals, Clinics or Medical Facilities (other than General and Tenants Liability)
 - (viii) Internet Service Providers & Telecommunications Industry (Other than General and tenants Liability)
 - (ix) Labour Brokers (other than General and Tenants)
 - (x) Operators of Buses or Taxis (other than General and Tenants Liability)
 - (xi) Pesticides or Herbicides Manufacturers or importers
 - (xii) Pharmaceutical Products Manufacturers or importers
 - (xiii) Publishers and media activities (other than General and Tenants Liability)
 - (xiv) Motor Vehicle Manufacturers and Manufacturers of Motor parts
 - (xv) Sawmills and Plantations
 - (xvi) Ship Builders or Repairers
 - (xvii) Waterproofing and Roofing Contractors

No cover shall be granted under this insurance for Liability covers more specifically insured including but not limited to the following classes of liability business:

- (i) Aviation Liability
- (ii) Director and Officers Liability (other than Directors and Trustees liability for Home Owner Associations, Sectional Title Trustees, Holiday Resort Trustees and Body Corporate Trustees)
- (iii) Environmental Impairment Liability
- (iv) Fare Paying Passenger Liability including Tour Operators Liability
- (v) Marine Liability
- (vi) Medical Malpractice
- (vii) Product Recall and Guarantee
- (viii) Performance Guarantees
- (ix) Professional Indemnity
- (x) Scholars professional indemnity
- (xi) Spillage Pollution Clean Up Liability following on from a motor vehicle accident
- (xii) Warehousing Liability

7. GENERAL EXCLUSIONS APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

This insurance does not cover liability:

- 7.1 for any claims where the Assured was aware, before inception of this insurance, of the circumstances or event which gave rise to the claim

- 7.2 arising out of the deliberate, conscious or intentional disregard by the Insured's technical or administrative management of the need to take all reasonable steps to prevent claims
- 7.3 arising out of Injury to any persons under a contract of employment or apprenticeship with the Assured where such Injury arises out of the execution of such contract unless otherwise provided for in terms of legislation
- 7.4 arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties

ANNEXURE B

COMMERCIAL EXTENDED LIABILITY SCHEDULE

THE INSURED:

UNDERLYING INSURER:

THE BROKER

CURRENCY: All limits, premiums and claims are denominated in South African Rands but payments and settlements to be conducted either in national currency at the official rate of exchange on the date of payment or settlement, or other currency, such a South African Rands, if in accordance with Currency Regulations of South Africa.

LIMIT OF LIABILITY VAT inclusive: The liability of the Insurer hereunder shall not exceed in total, the amount(s) specified against each item described below:

| DESCRIPTION | MAXIMUM LIMIT OF INDEMNITY inclusive of the Limits of indemnity under the applicable underlying policy sections including VAT | LIMIT OF INDEMNITY REQUIRED including VAT | Premium |
|---|---|---|---------|
| Commercial General and Tenants Liability | R20,000,000 | | |
| Products Liability and or Defective Workmanship | R20,000,000 | | |
| Employers Liability | R20,000,000 | | |
| Motor Third Party liability | R20,000,000 | | |
| Motor Passenger Liability | R20 000 000 | | |
| Statutory Defence costs | R500,000 | | |
| Wrongful arrest and Defamation Indemnity | R500,000 | | |
| Contingency Liability | R20,000,000 | | |
| Work Away | R20,000,000 | | |
| Spread of fire | R20,000,000 | | |
| Additional Defence Costs | R500 000 | | |
| Total Premium | | | |

SIGNED FOR AND ON BEHALF OF

DATE:

ANNEXURE C

RENASA COMMERCIAL LIABILITY & MOTOR TP - DECLINED / REFER RISKS – 1/06/2014

DECLINED RISKS: -

- (1) Aircraft & aircraft part manufacturers, aircraft operators (Aviation industry)
- (2) Asbestos mining, manufacturing, distribution, products & all other asbestos liability
- (3) Aviation Liability
- (4) Agricultural Chemicals: manufacturers, importers of agricultural chemicals (i.e. fertilisers, herbicides, pesticides, fungicides and the like). However cover allowed to wholesalers & retailers subject to maintaining enforceable rights of recourse against manufacturers and importers
- (5) Animal Feeds: manufacturers, importers of animal feeds including Pet Food Products. However cover allowed to wholesalers & retailers subject to maintaining enforceable rights of recourse against manufacturers and importers
- (6) Farmers who process animal feeds e.g. mixing, converting to meal and pellets
- (7) Bus and Taxi Operators (General and Tenants cover may be given)
- (8) Carriers Liability
- (9) Casino's
- (10) Contractors All Risks
- (11) Co-Ops
- (12) Demolition / Excavation Contractors
- (13) Explosives, ammunition, fireworks
- (14) Flammables – production & bulk storage (retail sales may be covered)
- (15) Fare Paying Passenger (i.e. Ambulances, Taxi's, etc.)
- (16) Freight Forwarders, Cartage Contractors, Transporters & Carriers (General and Tenants cover may be given)
- (17) Hospitals / Clinics / Medical Facilities (other than General and Tenants)
- (18) Internet Service Providers and Telecommunication companies (General and Tenants cover may be given)
- (19) Labour Brokers (other than General and Tenants)
- (20) Marine & marine part manufacturers
- (21) Medical products manufacturing
- (22) Mining operations & risks
- (23) Motor, Truck & Bus Vehicle and Parts Manufacturers
- (24) Hazardous Goods in transit Spillage / Pollution Clean-Up

- (25) Outdoor / Indoor Adventure Activities and or sporting events (other than those activities as covered under the Hospitality policies)
- (26) Pharmaceutical Manufacturers and Importers
- (27) Paint, Corrosion Protection and all related products (no products liability to be given)
- (28) Publishers and all forms of media activity liability (e.g. libel & slander) (General and Tenants may be provided)
- (29) Railway & rolling stock risks
- (30) Sawmills and Plantations
- (31) Schools, Crèches/Day Care Centres,
- (32) Seed suppliers
- (33) Security Companies (General and Tenants may be provided)
- (34) Ship Builders or Repairers
- (35) Stevedoring and dockside risks
- (36) Timber (Forestry) and Sugar Cane (no Spread of Fire to be given)
- (37) Tobacco products & manufacturing
- (38) Tour Operators (general and motor liabilities) (General and Tenants may be covered)
- (39) Toxic waste risks
- (40) Transport Contractors/Hauliers (General and Tenants may be covered)
- (41) Warehousing Liability
- (42) Waterproofing and Roofing Contractors

COVER NOT PROVIDED UNDER THE POLICY

- (1) Directors & Officers (D&O)
- (2) Employee Practices Liability (EPL)
- (3) Environmental impairment liabilities
- (4) Errors and Omissions
- (5) Financial Loss exposures
- (6) Losses occurring policies/cover
- (7) Inefficacy
- (8) Medical Malpractice
- (9) United States of America and Canada exposures

- (10) Nuclear activities
- (11) Pollution – other than if sudden, unexpected, unintended accidental.
- (12) Products Guarantee, Recall and Performance Warranties
- (13) Professional Indemnity
- (14) Scholar PI
- (15) Trustee Liability (other than as covered under Hospitality, Body Corporate, Home Owners, Sectional Title, Holiday Resorts and Farmers policies)
- (16) Workman's compensation
- (17) Wrongful design