

2025 - 2026 POLICY

COMMERCIAL PROFESSIONAL INDEMNITY



This Schedule must be read in conjunction with the Policy Wording.

Scheme	SACNASP Online (South African Council of Natural Scientific Professions)	
Master Policy Number	SPL/SLFG/000013915	
Type of Document	Master Policy Renewal Policy	
Insured	As reflected on certificate	
Insured VAT Number	As reflected on certificate	
Company Registration Number	As reflected on certificate	
Insured Business Description	As reflected on certificate	
Intermediary	Garrun CFP (Pty) Ltd Broker Code: TBC FSP Number: 25426 VAT Number: 4710224538	33 Central Street Houghton Gauteng 2198
Insurer	The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698)	22 Oxford Road, Parktown Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za
Period of Insurance for the scheme	From: 1 April 2025 To: 31 April 2026 (both dates inclusive)	
Period of Insurance for Insured	As reflected on certificate	
Anniversary/Renewal Date of Scheme	1 April 2026	
Retroactive Date(s)	As reflected on certificate	
Type of Contract	Annual	
Effective Date of Scheme	1 April 2025	
Payment Frequency	Once Off Annual Premium	
Annual Premium	As reflected on certificate for Insured but as per Risk Matrix for Scheme.	



In terms of ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Excess Payments – to be made to ITOO

Banking Details

THIC-ITOO Special Risks - Premium Account

Nedbank

Reference Number: SPL/12821 followed by Certificate Number SPL/SLFG/000013915

Type: Current Account No: 1133 731619 Branch Code: 198765 Swift Code: NEDZAJJ

Annual Premium Payments – Garrun CFP invoices directly

Name of Bank: Nedbank

Name of Account Holder: Garrun CFP Pty Ltd

Account Number: 1171609558

Branch Number: 198765

Account type: Current

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of 20% and 5% Binder Fee





Commercial Professional Indemnity Policy Schedule

Risk Details				
Basis of Limit		Each and Every Claim		
Deductible		R5,000/R10,000/R15,000/R20,000 - As reflected on certificate		
Basis of Deductible		Each and Every Claim as reflected below		
Territorial Limits		Worldwide excluding USA and Canada		
Policy Details				
Section Name	Limit of Indemnity	Basis of Limit	Deductible	Basis of Deductible
Professional Indemnity	As per option on certificate	Each and Every Claim	R5,000	Each and Every Claim
Costs & Expenses (Disciplinary Hearings)	R250,000	Aggregate	R2,500	Each and Every Claim
Documents (Own)	R250,000	Aggregate	R2,500	Each and Every Claim



Extensions applicable:

Extension/s	Limit of Indemnity (Per Claim)	Limit of Indemnity (Per Policy Period)	Deductible / Excess (each & every claim)
Joint Ventures	Included in the Professional Indemnity Limit chosen	Included in the Professional Indemnity Limit chosen	Follows professional indemnity Deductible
Sub-Consultant or Outsource Service Provider	Included in the Professional Indemnity Limit chosen	Included in the Professional Indemnity Limit chosen	Follows professional indemnity Deductible
Public Liability	Follows the main professional indemnity limit	Included in the Professional Indemnity Limit chosen	Follows professional indemnity Deductible
Product Liability	R 1,000,000	R 1,000,000	Follows professional indemnity Deductible
Statutory Defence Costs	R 500,000	R 500,000	R 2,500
Wrongful Arrest	R 500,000	R 500,000	R 2,500
Disciplinary Defence Costs	R 500,000	R 500,000	R 2,500
Loss of Documents (Own)	R 500,000	R 500,000	R 2,500
iTOO Cyber Lite	R 250 000	R 250 000	R 20 000

*** Professional Indemnity cover provided under the SACNASP Professional Indemnity Insurance Scheme ('SPIIS') policy includes cover for liability following:**

- A Negligent Act, Error or Omission
- Unintentional Breach of Confidentiality
- Unintentional Infringement of Intellectual Rights
- Accidental / Unintentional Loss / Theft of Third-Party Documents
- Dealing in good faith with tainted Third-Party Documents
- Dishonesty of Employees



Endorsements/Extensions/Exclusions

Nil at present





PROFESSIONAL INDEMNITY POLICY

This **Policy**, the **Schedule / Certificate of Insurance** and any endorsements attaching hereto, shall be read together and considered to be one contract and any word or expression to which a specific meaning has been attached in any of them, shall bear such meaning throughout. All words in bold typeface are to be read in conjunction with the **Definitions** or Sections to which they refer.

In consideration of, and conditional upon, the prior payment of the **Premium** by or on behalf of **You** and receipt thereof by or on behalf of **Us**, **We** are hereby bound to insure in accordance with the terms, **Exclusions**, **Conditions** and limitations contained within this **Policy** or forming part of any endorsement attaching hereto.

This **Policy** is conditional upon and will only come into effect following payment of the **Premium** by **You** and receipt thereof by or on behalf of **Us**.

Wherever any reference is made to one gender it shall refer to the other gender provided the context may be read correctly by way of such substitution. Similarly, singular may be read as plural and plural as singular.

This **Policy** is subject to the law of the **Republic of South Africa**.



Table of Contents

1. Your Declaration	9
2. Our Declaration.....	9
3. Definitions	9
4. Indemnity.....	12
5. Costs and Expenses	13
6. Documents	13
7. Exclusions	13
8. Conditions.....	19
9. Automatic Extensions	21
10. ITOO Cyber Insurance Lite – Data Protection	27
11. Value-Added Services	38
12. The Privacy of your Personal Information	39





1. Your Declaration

You have declared to **Us** information in regard to **Your** business activities and **Services** that **You** provide, the revenue **You** generate annually, **Your** insurance claims history and other material information.

2. Our Declaration

We have relied upon the truth of **Your** declaration in agreeing to issue this **Policy** and agree to honour **Our** undertakings in terms of this **Policy** and utilize **Your** declarations to determine the **Premium**.

Should **We** discover that **You** have deliberately withheld or concealed any information or not disclosed material information in respect of **Your** risk **We** reserve the right at **Our** sole discretion to

- a. terminate or cancel this **Policy** from its inception; or
- b. agree with **You** any prejudice **We** have suffered due to **Your** actions.

3. Definitions

- 3.1 **"Any one claim"** shall mean all claims, regardless of their number or the identity of the claimants or whether attributable to separate contracts or mandates arising from or out of
 - a. the same negligent act error omission misrepresentation misstatement breach or infringement
 - b. one originating defamatory statement or utterance
 - c. the dishonest, fraudulent, malicious or criminal acts or omissions of any one person, or any number of persons acting in collusion
 - d. an originating cause of damage to, destruction, loss, mislaying or theft of or access to **Third party property** or **Third-Party documents**
- 3.2 **Circumstance – a Circumstance** shall mean
 - a. **Your** knowledge of facts which ought reasonably to lead **You** to the conclusion that a **Claim** or **Claims** may be made against **You**
 - b. the discovery of reasonable cause for suspicion of dishonesty, fraud, malicious or criminal acts on the part of anyone referred to as the **Insured** that might give rise to a **Claim** against **You**
 - c. the identification or instance of damage to, destruction, loss, mislaying or theft of or unauthorised access to **Third Party Documents** or **Third Party Property**.
- 3.3 **"Claim" or "Claims"** shall mean
 - a. the receipt of a notice from anyone (including a verbal threat) of an intention to claim **Damages** from **You**
 - b. the receipt of a letter, summons or other **Document** claiming **Damages** from **You**





- 3.4 **“Computer, Data and Electronic Systems”** shall mean information and communication technology devices and facilities for the electronic storage, transmission, receipt, retrieval, and processing of computer software, data, and voice communications, and networking equipment or facilities which enable connection to other devices or networks.
- 3.5 **“Costs and Expenses”** shall mean
- a. all amounts **We** spend or **You** spend with **Our** prior written approval, which will not be unreasonably withheld, in procuring **Third Party** services for the investigation, defence or settlement of any **Claim**
 - b. all amounts **We** spend in procuring services from **You**
 - c. expenses **You** incur with **Our** prior written approval, which will not be unreasonably withheld, in the investigation, defence or settlement of any **Claim** or in the mitigation of the cost of or prevention of any **Claim**

Costs and Expenses not covered:

All other amounts that **You** spend or expenses **You** incur in working with **Us**, including attendance at meetings with **Us** or **Our** representatives, shall not form part of any **Costs and Expenses** or the **Limit of Indemnity**.

- 3.6 **“Damages”** shall mean all amounts **We** may agree to pay to a third party on **Your** behalf or the amount of any **Third Party** judgment and costs awarded against **You**
- 3.7 **“Documents”** shall mean all documents and images no matter the storage medium but excluding computer operating and software programmes
- 3.8 **“Excess”** shall mean the amount shown in the **Schedule / Certificate of Insurance** to be borne by **You** at **Your** own expense in respect of the first part of **Any One Claim**
- 3.9 **“Inception Date”** shall mean the date shown in the **Schedule / Certificate of Insurance**
- 3.10 **“Insured”** shall mean the individual or entities named in the **Schedule / Certificate of Insurance** as the **Insured** and any predecessors of the **Insured** and provided all the fees for **Services** have been declared to **Us** to determine the **Premium** any subsidiary of the **Insured** or other entity accepted by **Us**.
- 3.11 **“Insurer”** shall mean
The Hollard Insurance Company Limited
- 3.12 **“Internet Service Provider”** shall mean an entity that provides services to anyone in accessing the internet via any **Computer, Data and Electronic Systems**
- 3.13 **“Limit of Indemnity”** shall mean the **Limit of Indemnity** shown in the **Schedule / Certificate of Insurance** for **Any One Claim** (exclusive of **Value Added Tax**) is the total amount that **We** are liable to pay **You** arising out of





Our Claims obligations in terms of this **Policy**. Sub-limits of Indemnity amounts specified in the **Schedule/Certificate of Insurance** for Extensions are part of that amount and are not payable in addition to the **Limit of Indemnity**. If the **Limit of Indemnity** is shown as being in the aggregate this will be our total liability for the **Period of Insurance**

- 3.14 **"Malicious Code"** shall mean
any **Computer** virus, Trojan Horse, worm, spyware, or other disabling, invasive or destructive **Computer** code
- 3.15 **"Period of Insurance"** shall mean
the period stated in the **Schedule / Certificate of Insurance**
- 3.16 **"Policy"** shall mean
this document and any attachments hereto
- 3.17 **"Pollution"** shall mean
the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water-course or body of water or the generation of smells, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena
- 3.18 **"Premium"** shall mean
the amount shown in the **Schedule / Certificate of Insurance** including **Value Added Tax**, being the consideration payable to **Us** for **Our** undertakings in terms of this **Policy**, which shall be paid to **Us** in terms of the Short-Term Insurance Act No. 53 of 1998
- 3.19 **"Product"** shall mean
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
- 3.20 **"Property"** shall mean
any money, notes, papers, records, letters, of a physical nature having a tradable or commercial value
- 3.21 **"Republic of South Africa"** shall mean
the geographical and jurisdictional area comprising the **Republic of South Africa** at the **Inception Date** of this **Policy**
- 3.22 **"Retroactive Date"** shall mean
the date shown in the **Schedule / Certificate of Insurance**
- 3.23 **"Schedule / Certificate of Insurance"** shall mean
the document headed "Schedule" or "Certificate of Insurance" attaching to this Policy
- 3.24 **"Services"** shall mean
 - a. all work performed for or advice given to **Third Parties** by **You** in the normal scope and conduct of **Your** business according to **Your** declaration to **Us**.
 - b. **Services** does not include any activity in respect of any property manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by **You** or a **Third Party** on **Your** behalf





3.25 **"Terrorism"** shall mean

an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

3.26 **"Third Party"** and **"Third Parties"** shall mean

any person or juristic person who is not **You** or **Us**

3.27 **"Value Added Tax"** shall mean

the applicable tax applied to goods and services in terms of Act No. 89 of 1991 or as amended

3.28 **"We", "Our"** and **"Us"** shall mean

The Hollard Insurance Company Limited

3.29 **"You"** and **"Your"** shall mean

- a. the **Insured** stated in the **Schedule / Certificate of Insurance**
- b. the **Insured's** company as stated on the **Schedule / Certificate of Insurance** provided that payment for professional indemnity cover for all partners, members, directors of the **Insured's** company has been made, and cover obtained and maintained for all such partner, members and/or directors, regardless of whether or not such partners, members and/or directors render professional services or qualify for registration with The South African Council for Natural Scientific Professions (hereinafter referred to as "SACNASP")
- c. any person who is or was under a contract of employment with the **Insured**, in respect of any liability arising out of the business relationship with the **Insured**
- d. in the event of the death, incapacity or insolvency of any person stated above, his estate and/or legal representative.

4. **Indemnity**

We agree to indemnify **You** subject to the terms, **Exclusions** and **Conditions** of this **Policy** and provided **You** have paid the **Premium** for **Claims** first made against **You** during the **Period of Insurance** for **Your** legal liability to pay **Damages** to **Third Parties** and **Costs and Expenses** arising out of the provision of **Your Services** after the **Retroactive Date**, up to the **Limit of Indemnity**, subject to the **Excess** and as a result of:

- 4.1 any actual or alleged negligent act error omission misrepresentation misstatement whenever or wherever committed or alleged to have been committed, by **You**
- 4.2 any unintentional breach of confidentiality trust authority privacy whenever or wherever committed or alleged to have been committed, by **You**
- 4.3 any unintentional infringement of intellectual rights, names, title, marks, secrets, patents, ideas or possession, whenever or wherever committed or alleged to have been committed, by **You**
- 4.4 any defamation by **You**





- 4.5 any dishonest, fraudulent, malicious or criminal act or omission committed by a person referred to in the definition of **You** provided that no indemnity shall be afforded to anyone committing or condoning such dishonest, fraudulent, malicious or criminal act or omission
- 4.6 the accidental destruction loss mislaying of or damage to, theft of or unintentional failure by **You** to prevent unauthorized access to, **Third Party Documents** or **Third Party Property** entrusted to **You** or in **Your** custody and control
- 4.7 acting upon or dealing in or with any **Third Party Documents** or **Third Party Property**, in good faith, which subsequently is proven to have been forged, fabricated, stolen or otherwise any dishonest, fraudulent, malicious or criminal act or omission committed by a person referred to in the definition of **You** provided that no indemnity shall be afforded to anyone committing or condoning such dishonest, fraudulent, malicious or criminal act or omission
- 4.8 the accidental destruction loss mislaying of or damage to, theft of or unintentional failure by **You** to prevent unauthorized access to, **Third Party Documents** or **Third Party Property** entrusted to **You** or in **Your** custody and control
- 4.9 acting upon or dealing in or with any **Third Party Documents** or **Third Party Property**, in good faith, which subsequently is proven to have been forged, fabricated, stolen or otherwise tainted.

5. Costs and Expenses

We will also pay for **Costs and Expenses** which shall form part of the **Limit of indemnity**

- 5.1 in connection with **Claims** falling to be dealt with in terms of the **Indemnity** clause above
- 5.2 incurred by **Us** in assisting and representing **You**, or incurred by **You** with **Our** prior written consent, in any regulatory or disciplinary enquiry or process provided the enquiry or process relates to **Our** undertakings as defined in the **Indemnity** clause above.

6. Documents

We will also indemnify **You** for amounts **You** spend, with our prior permission, such permission not to be unreasonably withheld, in replacing or restoring business related **Documents** accidentally damaged, destroyed, lost, mislaid or stolen.

The Indemnity provided shall not be in excess of the **Limit of indemnity** stated in the **Schedule / Certificate of Insurance** for this extension and shall form part of the overall **Limit of Indemnity** for the **Period of Insurance**.

7. Exclusions

We will not indemnify **You** against any **Claims**

- 7.1 for which **You** are entitled to indemnity under any other policy of Insurance or indemnity contract
- 7.2 for and/or arising out of injury to any person under a contract of employment or apprenticeship with **You** or under contract for the provision of labour only services to **You** where such injury arises out of the execution of such contract





- 7.3 arising out of, based upon or attributable to:
 - a. **Your** agreement to pay fines, penalties, punitive, constitutional, multiple, liquidated or exemplary damages unless such payment constitutes **Damages**
 - b. Fines, penalties, punitive, constitutional, multiple, liquidated or exemplary damages imposed by any regulatory or judicial authority or any amount which is deemed uninsurable or contrary to public policy; or
 - c. costs de bonis propriis order or award.
- 7.4 arising out of any liability assumed by **You** by agreement or contract other than a contract for **Services** or unless such liability would have attached to **You** in the absence of such agreement or contract
- 7.5 arising out of
 - a. the failure of any investments, recommended by **You**, to perform either as predicted or at all. This exclusion shall apply to the failure of investments whether partly or as a whole and although not exclusively will apply to equities, securities, commodities, currencies, options and futures transactions
 - b. any warranty guarantee or forecast given by **You** as to the potential performance of any investment
- 7.6 arising out of any performance warranties given by **You** other than where it can be shown that **You** would have been liable in the absence of such warranties
- 7.7 arising out of **Your** failure to procure or arrange finance
- 7.8 arising out of **Your** deliberate failure to arrange or maintain insurance
- 7.9 made against **You** by **Your** holding or subsidiary companies or by any person or entity having a financial administrative or managerial influence on **You** unless the **Claim** could have emanated from a **Third Party**
- 7.10 in respect of loss of or damage to
 - a. **Your Property**
 - b. **Property** of any kind other than **Your** legal liability arising in terms of the **Indemnity** clause in respect of **Property**
- 7.11 previously disclosed or notified or which should have been disclosed or notified as a **Claim** or **Circumstance** under any other policy of insurance or similar contract or guarantee preceding the **Period of Insurance** of this **Policy**
- 7.12 resulting from any **Services** performed in any country whose laws fall under the auspices of the United States of America or Canada
- 7.13 resulting from any **Claim** brought in any Court under the laws of the United States of America or Canada or any order made anywhere in the world to enforce such judgment, award or settlement either in whole or in part.
- 7.14 made against **You** arising out of **Your** duties as a Director or Officer
- 7.15 arising out of **Your** insolvency
- 7.16 where **You** make a **Claim** fraudulently





- 7.17 for any **Services You** render as an **Internet Service Provider**
- 7.18 arising out of any **Damages** or **Costs and Expenses** awarded under the law of Decennial where such law imposes any liability that would not apply under the Laws of the **Republic of South Africa**
- 7.19 arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, rebellion, revolution, insurrection, military or usurped power, acts of terrorism or violence, martial law or state of siege, acts or any attempted acts directed towards the overthrow of or protest against or furthering of any political aim or objective or social or economic change in the policies of any government, provincial, local or tribal authority or the act or order of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any of the aforementioned occurrences, confiscation, nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

If **We** allege that by reason of this **Exclusion** there is no cover under this **Policy** the burden of proving the contrary shall rest with **You**

- 7.20 in respect of
- a. the death of, or bodily or mental injury to any person or loss of or damage to property directly or indirectly caused by seepage, **Pollution** or contamination or the cost of removing, nullifying or cleaning-up seeping, **Polluting** or contaminating substances, unless caused by a sudden, unintended and unexpected happening or arising out of **Your Services**
 - b. the hazardous nature of Asbestos
- 7.21 in respect of any legal liability, loss, damage, destruction, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from
- a. ionizing, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel
 - b. nuclear material, nuclear fission or fusion, nuclear radiation
 - c. nuclear explosives or any nuclear weapon
 - d. nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purposes of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.

- 7.22 arising by reason of the intentional introduction of **Malicious Code** by **You** or a **Third Party** into any **Computer, Data and Electronic Systems**.
- 7.23 arising out of, based upon or attributable to any act which a court, judge, arbitrator or statutory or judicial body finds or which **You** admit, to criminal or illegal conduct, a dishonest or fraudulent act or omission, and in such event, **We** shall be reimbursed for all **Damages** and **Costs and Expenses** paid by **Us** from **You**.
- 7.24 arising out of, based upon or attributable to any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in





any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named.; This also applies to contraction of AIDS by needle stick injuries, blood transfusion or any other method of transfer. However, this exclusion will not apply to any liability relating to the Third Party's status in regard to HIV/AIDS or similar condition.

7.25 Cyber Loss

- a. Notwithstanding any provision to the contrary within this policy or any endorsement thereto this policy excludes any **Cyber Loss** regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b. 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 or any other part of this policy.
- c. If the Insurer alleges that by reason of this exclusion any Cyber Loss sustained by the Insured is not covered by this policy, the burden of proving the contrary shall fall to the Insured.

Definitions

- a. **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**.
- b. **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 actual access to, processing of, use of or operation of any **computer system**.
- c. **Cyber Incident** means:
 - i. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **computer system**;
 - ii. or 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**.
- d. **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.
- e. **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**.





7.26 Communicable Disease

- a. Notwithstanding any provision to the contrary within this policy, this policy does not cover any actual or alleged loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, directly 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.
- b. For the purposes of this endorsement, loss, liability, damage, compensation, injury, sickness, disease, death, medical payment, defence cost, cost, expense or any other amount, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease.
- c. 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:
 - i. 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
 - ii. 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
 - iii. the disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or property damage.

7.27 Impersonation Fraud

arising out of any loss resulting directly from the **Insured** having, in good faith, amended current payment details of a client, or any party to a trust account transaction resulting in the transfer of trust money by the **Insured**, as a result of a fraudulent instruction (via email, telephone or facsimile) communicated to the **Insured**, by a person purporting to be a client or any party to the transaction, and being acted upon by the **Insured**

7.28 Sanctions

involving any matter or **Claim** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose the **Insurer** (or its reinsurers) to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or the **United States and/or Canada**.

7.29 State Capture

Insurers shall not be liable to make any payment arising out of, based upon or attributable to any **claim** or **loss** or costs or expenses made against or incurred by the **Insured** arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in State Capture referred to in the Public Protectors Report dated 14 October 2014





or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the Insured is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the Insured or a client of the Insured, or the equivalent body in any other applicable jurisdiction.

Loss means **Damages** and **Defence Costs**. **Loss** shall not mean and this policy shall not cover any:

- a. taxes;
- b. non-compensatory damages including constitutional, punitive, multiple, exemplary or liquidated damages;
- c. fines or penalties;
- d. the costs and expenses of complying with any order for, grant of or agreement to provide injunctive or other non-monetary relief;
- e. compensation, benefits or overhead of, or charges or expenses by any Insured; or
- f. any matters which may be deemed uninsurable under the law governing this policy or the jurisdiction in which a Claim is brought.

7.30 Geographical / GIS Science Specific Exclusion

Drone Liability to be specifically excluded

7.31 Material Science and Mining Specific Exclusion

- a. It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to any reporting and/or guarantees on grading, quantity or quality of minerals
- b. It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to Consequential Losses arising out of a disruption in mining activities

7.32 Statistical Specific Science

It is hereby understood and agreed that the insurer shall not be liable to make any payment for loss in connection with any claim made against the insured arising out of, based upon or attributable to actuarial services to any kind of funds or pension funds.

7.33 Water Care Science / Water Resource Science / Water Resource Science: Hydrological Sciences Specific Exclusion

- a. It is hereby noted and agreed that this Insurance will not respond to any claims arising out of, directly or indirectly or in way in connection with or relating to:





- b. The death of or bodily injury to or illness or disease sustained by any person or any damage to property as a result of water related activities;
- c. Any guarantee, warrantee or contractual agreement relating to the quantity, quality or output of any water or any other matter related thereto;
- d. Consequential losses, other than the cost of redesign, rectification, replacement and material damage as a consequence of the defect result of water and related activities.

7.34 Infrastructure

It is hereby understood and agreed that the **Insurer** shall not be liable to make any payment for loss in connection with any claim made against the **Insured** arising out of arising out of, based upon or attributable to, whether directly or indirectly mechanical failure; electrical failure, including any electrical power interruption, surge, brown out or black out; or telecommunications or satellite systems failure; or water and sewage systems failure.

8. Conditions

You must comply with the following **Conditions** as they are conditions precedent to **Our** acceptance of liability in terms of this **Policy**:

- 8.1 **You** must notify **Garrun CFP** of any **Claim** or **Circumstance** as soon as reasonably possible, in writing. Their contact details are as follows:

Garrun CFP (Pty) Ltd
33 Central Street
Houghton
Gauteng
2198
South Africa

P.O. Box 92337
Norwood
2117

Telephone: (011) 794-6848

E-mail: info@cover4profs.co.za

- 8.2 Should **You** report a **Circumstance** as per Condition 1. above, which subsequently results in a **Claim**, **We** confirm that this **Policy** shall be the correct policy to respond to such **Claim** when it is finally made. In other words when a **Circumstance** becomes a **Claim** such **Claim** will be dealt with by the **Policy** in force at the time the **Circumstance** was notified.
- 8.3 **You** shall not admit liability, nor settle, nor incur any **Costs and Expenses** for any **Claim** without **Our** prior consent. **We** will mutually agree with **You** to settle or defend any **Claim** or to prosecute in **Your** name. Should agreement not be reached, however, **We** will make the final decision, at **Our** sole discretion, to settle, defend or prosecute. **You** will not be required to contest any legal





proceedings unless **Our** legal representative, shall advise that such proceedings should be contested

- 8.4 Where **You** are liable, **We** may, at any time, pay **You** the **Limit of Indemnity Any One Claim** less any amounts already paid or pay **You** a lower amount than the **Limit of Indemnity Any One Claim** if the **Claim** may be settled for less. **We** shall then no longer be involved with or be liable any further for such **Claim**
- 8.5 **You** will at **Your** own cost render such assistance to **Us** or **Our** appointed representatives as **We** may require in order to investigate, defend or settle any **Claim** and will fully and truthfully disclose to **Us** any information relevant to the **Claim**
- 8.6 **You** shall pay the **Excess** in respect of the **Damages** of **Any One Claim**. The **Excess** will apply to **Costs and Expenses** and is payable upon **Our** request.
- 8.7 **We** have the right to pursue any **Third Party** for recovery of **Damages** and **Costs and Expenses** which **We** have paid on **Your** behalf.
- 8.8 **We** agree not to seek recovery for amounts **We** have paid from anyone defined as **You** unless the **Claim** has been brought about or contributed to by the dishonest, fraudulent, criminal or malicious act or omission of such person.

Any amounts recovered in respect of any **Claim** under this **Policy** shall be reimbursed as follows

- a. firstly, for any **Costs and Expenses** reasonably incurred in relation to the recovery
 - b. secondly, **You** will be reimbursed for any loss in excess of the **Limit of Indemnity**
 - c. thirdly, **We** will be reimbursed for any **Damages** and **Costs and Expenses** expended in respect of the **Claim**
 - d. lastly, **You** will be reimbursed for **Your Excess**
- 8.9 **We** shall not be liable to indemnify **You** if any **Claim** made under this **Policy** is made fraudulently or if any fraudulent intent is involved.
- 8.10 In the event of a dispute between **You** and **Us** in relation to this **Policy** and its interpretation, the dispute will be set out in writing and submitted to an independent arbitrator who will be empowered to make a ruling and binding decision to resolve the dispute.

The appointment of the independent arbitrator will be mutually agreed upon but in the event agreement cannot be reached then the appointment will be made by the Short Term Insurance Ombudsman who will appoint an independent arbitrator with appropriate skills given the circumstances of the matter. The arbitration (including any appeal procedure) will be conducted in accordance with the Rules of the Arbitration Foundation of South Africa and all costs associated hereto will be equally apportioned between **You** and **Us**, unless otherwise determined by the arbitration. In the event of any litigation between **You** and **Us** in respect of this **Policy** summons may be issued against

The Hollard Insurance Company Limited
22, Oxford Road
Parktown





Johannesburg, 2193

8.11 Cancellation

a. **By Named Insured:**

This policy may be cancelled by the Named Insured as and in the manner permitted by law. In such case, if no Claim has been made and no circumstance has been notified prior to such cancellation, the Insurer shall retain the customary short rate proportion (expired portion of Premium plus handling charges) of the Premium. Otherwise, Premium shall not be returnable and shall be deemed fully earned at cancellation.

b. **By Insurer:**

This policy may be cancelled by the Insurer delivering to the Named Insured written notice stating when, not less than thirty (30) days thereafter (ten (10) days in the event of cancellation for non-payment of Premium), the cancellation shall be effective. Proof of mailing or delivery of such notice shall be sufficient proof of notice and this policy shall be deemed cancelled as to all Insureds at the date and hour specified in such notice. In such case, Insurer shall be entitled to a pro-rata proportion of the Premium. Payment or tender of any unearned Premium by the Insurer shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

9. Automatic Extensions

The following **Extensions** apply as stated in the policy schedule. Each extension, where applicable, is subject to:

- a. **Our** Liability being limited to the specific **Limits of Indemnity** stated in the **Schedule / Certificate of Insurance**
- b. **You** being responsible for the **Excess** stated in the **Schedule / Certificate of Insurance**

9.1 Joint Ventures

The definition of **You** and **Your** is extended to include any **Joint Venture** in which the **Insured** may be involved but only in respect of liability devolving upon the **Joint Venture** arising out of the performance of **Services** by the **Insured**

Joint Venture shall mean where the **Insured** have agreed with others to jointly provide **Services**, provided

- a. The fees earned from such **Joint Ventures** are declared to **Us** for the purposes of determining **Premium**
- b. the **Joint Venture** is not separately insured but where it has been separately insured a period of at least five years has expired since the **Services** were completed
- c. that **We** will not indemnify **You** against **Claims** made by any party forming part of any **Joint Venture** unless the **Claim** could have emanated from a **Third Party**





9.2 Public Liability and Products Liability

This **Policy** extends to cover **You** in respect of **Claims** arising out of:

- a. death, bodily injury, illness or disease of or to any **Third Party**
- b. loss of possession or control of or actual damage to tangible **Third Party** property

Committed or alleged (other than by **You**) to have been committed by **You** in the course of **Your** business and or the provision of **Your Services** or in connection with any **Product** or

Pollution resulting there from.

Provided always that:

- a. **We** will not indemnify **You**
 - i. against any **Claims** arising out of the ownership, possession or use of any motor vehicle, trailer, aircraft, watercraft or hovercraft
 - ii. against any **Claims** arising from damage to property owned, leased or hired or under hire purchase or on loan to **You** or otherwise in **Your** care custody or control. This will not apply to clothing and personal effects unless they have been left unattended
- b. each Insured indemnified is separately indemnified in respect of **Claims** made against each other subject to **Our** total liability not exceeding the **Limit of Indemnity**
- c. in respect of **Claims** arising out of **Pollution** the **Limit of Indemnity Any One Claim** represents the total amount of **Our** liability in respect of all **Claims** made during the **Period of Insurance**
- d. This Extension does not cover liability for claims for the death of, or bodily or mental injury to any person or loss of or damage to property directly or indirectly caused by **Pollution** or the cost of removing, nullifying or cleaning-up **Pollution**, unless caused by a sudden, unintended and unexpected happening. Notwithstanding this exclusion no cover is afforded for
 - i. Waste Disposal and/or Toxic Waste
 - ii. Any form of exposure to Polychlorinated Biohenyls (PCBs)
- e. This Extension does not cover liability for claims in connection with any **Product**:
 - i. for costs incurred in the repair, reconditioning, modification or replacement of any **Product** or part thereof which is or is alleged to be defective;
 - ii. for costs arising out of the recall of any **Product** or of any part thereof;
 - iii. arising out of the failure of any **Product** or part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed unless such failure shall result in injury and/or damage
 - iv. arising out of any **Product** which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft;
 - v. arising out of defective workmanship or negligent advice in respect of defective workmanship;
 - vi. arising from inefficacy;
 - vii. arising prior to the handing over of the **Product**;





- viii. arising from any work on any aircraft or part thereof
- f. This extension shall not apply to any claims emanating or in any way involved with
 - i. Blood Banks, Blood Products and Blood Transfusion Services
 - ii. Infectious epidemics / pandemics
 - iii. Livestock including the spread of disease
 - iv. Pharmaceutical products including the implantation of medical devices and cosmetics
 - v. Genetic Engineering
 - vi. Any form of Marine liability and/or products and/or Marine protection
 - i. Any involvement with any of the following:
 - ii. Wood preservatives
 - iii. Corrosion preservatives
 - iv. Chloric cleaning agents
 - v. Insecticides, pesticides, herbicides, fertilisers
 - vi. Animal feeds
 - vii. Hazardous chemical products including paints and lacquers
- g. this extension excludes any cover insured under the Professional Indemnity Section of this Policy
- h. **Product Liability** will only apply if stated in the Policy Schedule.

9.3 Statutory Defence Costs

The **Insurer** will indemnify the **Insured** in respect of legal costs, fees and expenses incurred, with the prior written consent of the **Insurer**, in the defence of any criminal action first brought against the **Insured** during the **Period of Insurance** as a result of the alleged contravention of any statute governing the conduct of the **Professional Services** of the **Insured** (other than statutes governing the ownership or use of motor vehicles, the Labour Relations Act 1995 or the Companies Act 2008, as amended, and as read in conjunction with the Criminal Procedure Act 1997).

Provided always that:

- a. no indemnity shall be granted for fines or penalties;
- b. in the case of an appeal, the **Insurer** shall not indemnify the **Insured** unless a Senior Counsel (to be agreed to by the **Insurer**) shall advise that there are reasonable prospects that such an appeal will succeed.

9.4 Wrongful Arrest

We will indemnify **You** in respect of **Claims** arising out of **Wrongful Arrest** committed or alleged (other than by **You**) to have been committed by **You** in the course of **Your** business and or the provision of **Your Services**

Provided always that





- a. for the purposes of this extension, the term **Wrongful Arrest** shall mean
 - i. assault committed or alleged to have been committed at the time of making or attempting to make an arrest, or in resisting an overt attempt to escape by a **Third Party** under arrest, before such **Third Party** has been or could be placed in the custody of the Police or a law enforcement officer
 - ii. defamation, injuria, false imprisonment or malicious prosecution either committed or alleged to have been committed directly in connection with an arrest or arising out of the investigation of acts of shoplifting or theft
- b. no indemnity shall be provided in respect of **Claims**
 - i. made against **You** by any **Third Party** other than those **Third Parties** being or having been or alleged to have been arrested or under arrest, or their personal representatives
 - ii. made against **You** by anyone else referred to under the definition of **You**, or their personal representatives arising out of unfair labour practice as within the meaning of the Labour Relations Act No.66 of 1995 as amended from time to time

9.5 Employers Liability

The **Insured** is indemnified by this Section of the Policy in accordance with the Operative Clause in respect of any **Claim** first made against the **Insured** during the **Period of Insurance** for accidental **Bodily Injury** sustained by any **Employee** arising out of and in the course of their employment by the **Insured** on or after the **Retroactive Date**.

Provided always that this Section does not cover liability:

- a. for which the **Insured** is liable under any workers compensation legislation or unemployment scheme or for liability relating to or amounts recoverable under the Compensation for Occupational Injuries and Diseases Act 130 of 1993 (as amended);
- b. for wrongful dismissal arising directly or indirectly out of any unfair labour practice within the meaning of the Labour Relations Act No. 28 of 1956 (as amended);
- c. for disease, illness or impairment attributable to a gradually operating cause which cannot be identified as having arisen out of a specific sudden and unforeseen event;
- d. arising from black lung, brown lung or mesothelioma, and/or sickness resulting from occupational hazards at work;
- e. arising out of **Bodily Injury** or **Property Damage**, resulting from, whether directly or indirectly, a deliberate act or omission on the part of the **Insured** or any of its **Employees**.

any person who is or was under a contract of service with the **Insured** shall be deemed to be a **Third Party** for the purposes of this **Extension**

9.6 Sub-Consultant or Outsource Service Provider





The **Insurer** will pay on behalf of any Insured all **Damages** resulting from any **Claim** relating to the professional activities and duties necessary to carry out the **Professional Services** which have been sub-contracted or outsourced by the Insured, provided always that:

- a. such activities and duties shall only be sub-contracted or outsourced to suitably qualified firms, persons or parties as required by the Qualifications and Experience conditions of this policy;
- b. the **damages** arose in the course of the **professional services** as declared in the Policy Schedule, for and on behalf of the **Insured**, and the services were under the direct control and supervision of the **Insured**;
- c. the **Insured** will enter into a written agreement, prior to commencement with the sub-consultant/outsourced service provider which will include the requirement that the sub-consultant/outsourced service provider maintain adequate Professional Indemnity and/or relevant Insurance for the duration of their liability for the work undertaken or assigned to them;
- d. the **Insured** shall at all times retain all rights of recourse against the sub-consultant/outsourced service provider and will give all reasonable assistance to the **Insurers** in effecting such rights; and
- e. where the **Insurer's** rights of recourse against the sub-consultant or outsourced service provider are contractually limited in any way, the loss will be sub-limited to such contractual limitation, always subject to the applicable **deductible**.
- f. the **Insured** shall be obligated to declare all professional services performed on their behalf, and such fees paid to sub-consultants/outsourced service provider as part of the annual declaration at renewal.

9.7 36 Months Run-Off Cover:

In the event of and with effect from the retirement or ceasing business practice, the Insured and in the event of death of the Insured, the Insured's executor on behalf of the deceased's Insured's Estate, is granted an additional period of thirty-six (36) months (hereinafter referred to as Run-Off Cover) to identify and report Claims and/or Circumstances in connection with work performed during the currency of this policy that may give rise to a Claim in terms of this Policy and provided that:

- a. The Insured enjoyed continuous uninterrupted professional indemnity cover with Insurers for a period of not less than three years immediately and consecutively prior to the expiring of this Policy;
- b. The Run-Off Cover:
 - i. is subject otherwise to all the terms, Exclusions and Conditions of this Policy;
 - ii. shall not apply to Claims made against the Insured where such Claim or Circumstance that might give rise to a Claim, was advised to the Insurer prior to the commencement date of the Run-Off Cover;





- iii. shall, notwithstanding the stated thirty-six (36) months period, terminate immediately at the commencement date thereof should Professional Indemnity insurance be obtained by the Insured with another insurer
- c. The Insurers total liability in respect of all Claims made during the final Period of Insurance and all Claims made or Circumstances identified during the Run-Off Cover shall in no event exceed the Limit of indemnity as stated in the Schedule which applied immediately prior to commencement of the Run-Off Cover;
- d. No Run-Off Cover will be allowed should the Insured elect not to renew this insurance and place such insurance with another insurer providing Professional Indemnity cover.
- e. This extension shall not be afforded written notice of such election is given by the Insured to the Insurers prior to the date of expiry of this policy. Any Claim made Circumstance reported during the Run-Off Cover shall be deemed to have been made during the last period of insurance.

9.8 2 Month Grace Period

The Insured is granted a 2 Month Grace Period (or Hold Covered) enabling the Insured to Renew the policy online or on the SACNASP Offline scheme without compromising the retroactive cover. The Grace Period is not an extension of cover meaning that the policy renewal date has to be the day after the expiry date of the previous SACNASP scheme cover. Where an Insured becomes aware of a claim, complaint, incident or circumstance which could give rise to such a claim or a complaint during the 2 Month Grace Period and they have not yet renewed and paid for the cover, it will be assumed that they intended to renew and pay for the cover on the cover option selected the year before and they will be given the benefit of the doubt and covered as if they had already renewed their SACNASP professional indemnity cover and paid for the cover for 2021 to 2022 period, provided that:

- a. they are a fully-paid up member in good-standing with SACNASP; and
- b. they attend to renewing their SACNASP professional indemnity cover and paying the full annual fee due, within 7 working days of being aware of a claim, complaint, incident or circumstance which could give rise to such a claim or a complaint and prior to the expiry of the 2 Month Grace Period.
- c. Any notifications / claims will not be dealt with by Insurers prior to receipt of premium payment. Where cover under this Endorsement applies cover will be granted on the same basis as the cover that was in place prior to the renewal of the policy, regardless of the option that the Insured renews on for the 2021 to 2022 Policy Period.
- d. Where the Insured no longer qualifies for the SACNASP Online professional indemnity scheme, an extension of cover may be granted Garrun CFP in order to assist the Insured to find alternative cover.

However, the benefit of the doubt will not be given to Insured who:





- a. Have not timeously renewed and paid for cover within the 2 Month Grace Period. The Insured's cover will automatically lapse at the end of the 2 Month Grace Period.
- b. Those individuals / companies taking up cover on the SACNASP Online System for the first time.

10. ITOO Cyber Insurance Lite – Data Protection

Notwithstanding anything contained to the contrary in this Policy in consideration of the **Insured** having paid the premium, agreed that any proposal or other information supplied by the **Insured** or on the **Insured's** behalf shall be the basis of this Endorsement, the **Insurer** agrees to indemnify the Insured as described herein subject to the terms, conditions and exclusions of this Endorsement (*including but not limited to the minimum security requirements as per clause 10.5 – j and sub-clauses*) and otherwise to the terms, conditions and exclusions of this Policy but in the event of conflicts between this Policy and this Endorsement, the specific terms, conditions and exclusions of this Endorsement shall to the extent necessary apply and take preference.

INSURING AGREEMENTS

10.1 Cyber Liability

The **Insurer** shall indemnify the **Insured** for those amounts which the **Insured** is legally liable to pay as **Loss** resulting directly from a **Claim** first made against the **Insured** and notified to the **Insurer** in accordance with the provisions of this Endorsement during the **Policy Period** as a result of a **Wrongful Act**.

10.2 Crisis Management Expenses and Notification Expenses

The **Insurer** shall pay **Crisis Management Expenses** and **Notification Expenses** incurred by the **Insured** resulting directly from a **Claim** first made and notified to the **Insurer** in accordance with the provisions of this Endorsement during the **Policy Period** as a result of a **Wrongful Act**

PROVIDED THAT:

- a. The **Insurer's** maximum liability for all payments on **Claim's** made during the **Policy Period**, including all **Expenses**, shall be the lesser of the applicable Insuring Agreement Limit of Indemnity or the unpaid portion of the applicable Aggregate Limit of Indemnity in the Schedule for this Endorsement for each **Policy Period**, regardless of the number of Claims or applicable Insuring Agreements.
- b. **Claims** involving the same or directly related **Wrongful Acts** constitute a single **Claim**, originating at the earliest date a **Claim** is first made alleging such **Wrongful Act**.
- c. The **Insurer** is only liable to pay that part of each **Loss** or **Expenses** that exceeds the applicable **Deductible**. The **Deductible** is applicable to each and every **Claim**.
- d. Should more than one of the Insuring Agreements be applicable to a **Claim**, the highest of the applicable **Deductibles** stated in the Schedule shall be the sole **Deductible** applied. Any applicable time deductible would apply in addition notwithstanding the aforementioned.





10.3 Definitions

a. **Claim** means

- i. a written demand for damages or injunctive relief against an **Insured**;
- ii. a civil, criminal or penal judicial, administrative, investigative or regulatory proceeding, or arbitration commenced against an Insured by the service of a statement of claim or similar pleading, the receipt or filing of a notice of charges, hearing or proceeding, the return of an indictment or laying of information request, or a notice of intent to arbitrate or similar document;
- iii. a proceeding commenced by the Insured's receipt of a complaint made to or by the Information Regulator or a similar governmental regulatory body; or
- iv. for Insuring Agreement 10.1, notification by the Insured to the Insurer of an actual or potential **Privacy Breach** or **Network Security Breach**

b. **Claim Expenses** means

reasonable and necessary costs, charges, fees and expenses (other than regular or overtime wages, salaries, fees or overheads of the **Insured** or any **Subsidiary**) incurred by the Insurer or the Insured with the prior written consent of the Insurer, in defending **Claims** or investigating circumstances which may, in the Insured's reasoned opinion, lead to a **Claim**.

c. **Computer System** means

any computer, communications system, server, cloud infrastructure, microcontroller, interconnected electronic, wireless, web, or similar systems (including all hardware, software and physical components thereof and the data stored thereon) used to process data or information in analogue, digital, electronic or wireless format.

d. **Crisis Management Expenses** means

reasonable and necessary expenses approved by the **Insurer** within one (1) year of the **Insured** notifying the **Insurer** of the **Wrongful Act**, for a public relations consultant and related advertising or communication expenses at the direction of said consultant.

e. **Cyber Operation** means

the use of a **Computer System** by, at the direction, or under the control of a sovereign state to disrupt, deny, degrade, manipulate, or destroy information in a **Computer System** of or in another sovereign state.

f. **Data** means

the **Insured's** machine-readable information.

g. **Deductible** means

the first amount payable by the **Insured**.

h. **Denial of Service Attack** means





deliberate attack on the **Insured's Computer System** which restricts or prevents access by persons authorised to access same.

i. **Downstream Attack** means

the use of the **Insured's Computer System** to attain **Unauthorised Use** of or **Unauthorised Access** to, participate in a **Denial of Service Attack** against or transmit **Malicious Code** to a foreign **Computer System**.

j. **Essential Service** means

a service that is essential for the maintenance of vital functions of a sovereign state including but not limited to financial institutions and associated financial market infrastructure, health services or utility services

k. **Expenses** means

all **Claim Expenses**, **Crisis Management Expenses** and **Notification Expenses**.

l. **Impacted State** means

a sovereign state where a **Cyber Operation** had a major detrimental impact on:

- i. the functioning of that sovereign state due to disruption to the availability, integrity, or delivery of an **Essential Service** in that sovereign state; and/or
- ii. the security or defence of that sovereign state.

m. **Insured Person** means

- i. any past or present director, officer, trustee, employee (whether temporary or part-time), partner, or principal of the **Insured Organisation** or a **Subsidiary**, but only while acting on behalf of or in the interest of the **Insured Organisation** or a **Subsidiary**;
- ii. independent contractors of the **Insured Organisation** or of a **Subsidiary** who are natural persons, but only with respect to **Wrongful Acts** within the scope of such person's duties performed on behalf of the **Insured Organisation** or of a **Subsidiary**; and
- iii. any entity required by contract to be named an **Insured** under this Endorsement and consented to in writing by the **Insurer**, but only for acts as detailed under the relevant Insuring Agreement.

n. **Insured** means

those organisations designated in the Schedule as insured, **Subsidiaries** thereof and **Insured Persons**.

o. **Loss** means

- i. **Claim Expenses** resulting directly from a **Claim**;
- ii. Amounts the **Insured** is legally obligated to pay resulting directly from a **Claim** in respect of:





- i. judgments or awards rendered against the **Insured** in favour of a **Third Party**;
- ii. regulatory fines, penalties or punitive damages imposed by a governmental regulatory body, to the extent payable and insurable under the law governing the **Insured's** operations; or
- iii. settlements which have been approved or negotiated by the **Insurer** in favour of a **Third Party**

Loss does not include:

- i. profits, restitution, or disgorgement of profits by any **Insured**;
 - ii. costs to comply with orders granting injunctive or non-monetary relief;
 - iii. return or offset of fees, charges, royalties or commissions for goods or services;
 - iv. non-compensatory (except to the extent covered at (o.ii)), constitutional, multiple or liquidated damages;
 - v. fines or penalties (except to the extent covered at (o.ii));
 - vi. damages, fines, penalties or awards from industry-wide, non-firm specific regulatory inquiry or action;
 - vii. any amount which the **Insured** is not legally liable to pay;
 - viii. loss of any remuneration or financial advantage to which the **Insured** was not legally entitled;
 - ix. matters deemed uninsurable under the jurisdiction in which a **Claim** is brought; and
 - x. matters relating to laws not pursuant to which this Endorsement may be construed.
- p. **Malicious Code** means
software designed to infiltrate or damage the **Computer System** without the **Insured's** consent.
- q. **Network Security Breach** means
a **Downstream Attack**, **Unauthorised Access** to, **Unauthorised Use** of, **Theft of Data** from, **Denial of Service Attack** against or transmission of **Malicious Code** to the **Insured's Computer System**, including physical theft of any part thereof.
- r. **Notification Expenses** means
reasonable and necessary expenses approved by the **Insurer** within one (1) year of the **Insured** notifying the **Insurer** of the **Wrongful Act**, to comply with governmental privacy legislation or Guidelines recommending as best practice, notification in the event of a **Privacy Breach** or **Network Security Breach**.
- s. **Policy Period** means
the period of time from the effective date to the expiration date specified in the **Schedule**, or any earlier cancellation date.





- t. **Privacy Breach** means
a statutory, regulatory or common law breach of confidentiality, infringement, or violation of any right to privacy, resulting in harm to employees of the **Insured** or third parties.
- u. **Retroactive Date** means
the date as specified in the **Schedule**. If not specified, the **Retroactive Date** shall be the date of first inception of this Endorsement.
- v. **Sensitive Systems** means
all systems (including all hardware, software, physical components thereof and data stored thereon) visible to external networks and/or used to store/process **Sensitive Information**.
- w. **Sensitive Information** means
any confidential or proprietary non-public information of the **Insured** or **Third Party**; or any confidential non-public information relating to a natural person.
- x. **Subsidiary** means
any entity in which the **Insured Organisation** directly or indirectly holds or controls the majority of voting rights; has the right to appoint, remove, or controls a majority of the board of directors, or board of trustees, or the functional equivalent; or holds more than half of the issued share or equity capital.
- y. **Theft of data** means
the unauthorised taking, misuse, modification, deletion, corruption, destruction or disclosure of **Data** or information, whether in paper or electronic format.
- z. **Third Party** means
any entity or natural person. **Third Party** does not mean: any **Insured**; or any other entity or natural person having a financial interest or executive role in the operation of the **Insured Organisation** the **Insured** or any **Subsidiary**.
- aa. **Unauthorised Access** means
the actual gaining of access to a **Computer System** by an unauthorised person or persons or an authorised person in an unauthorised manner.
- bb. **Unauthorised Use** means
the use of a **Computer System** by an unauthorised person or persons or an authorised person in an unauthorised manner.
- cc. **USA and/or Canada** means
the United States of America and/or Canada and/or their respective possessions or protectorates and/or any country operating under the laws of the United States of America or Canada.





dd. **War** means

the use of physical force by a sovereign state against another sovereign state, or as part of a civil war, rebellion, revolution, insurrection, or military or usurped power, whether war be declared or not.

ee. **War Operations** means

- i. **War**;
- ii. a **Cyber Operation** that is carried out as part of a **War**; or
- iii. a **Cyber Operation** that causes a sovereign state to become an **Impacted State**

Provided, however, point c above shall not apply to the direct or indirect effect of a **Cyber Operation** on a **Computer System** used by the **Insured** or its **Third Party** service providers that is not physically located in an **Impacted State** but is affected by a **Cyber Operation**. In determining attribution of a **Cyber Operation**, the **Insured** and **Insurer** shall have regard to whether the government of the **Impacted State** formally or officially attributes the **Cyber Operation** to another sovereign state or those acting at its direction or under its control.

In the absence of attribution by the **Impacted State**, the **Insurer** may rely upon a reasonable inference as to attribution of the **Cyber Operation** to another sovereign state or those acting at its direction or under its control having regard to such evidence as is available to the **Insurer**.

If the government of the **Impacted State** takes an unreasonable length of time to, or does not, or is unable to attribute the **Cyber Operation** to another sovereign state or those acting at its direction or under its control, it is for the **Insurer** to prove attribution by reference to other evidence as is available.

ff. **Wrongful Act** means

the following acts committed, attempted or alleged on or after the **Retroactive Date**, any error, misstatement, misleading statement, act, omission, neglect, or breach of duty committed, attempted or allegedly committed or attempted by an **Insured**, with respect to its duties as such, or others acting on behalf of the **Insured** for whom the **Insured** is legally responsible, resulting in an actual or potential **Privacy Breach** or **Network Security Breach**.

10.4 Exclusions

The **Insurer** shall not be liable for any payment in connection with any **Claim** based upon, arising out of, or resulting from:

a. **Prior Circumstances and Litigation:**

- i. any circumstance which occurred or allegedly occurred prior to the **Retroactive Date**;





- ii. any circumstance where any written notice was given or accepted under any policy to which this Endorsement is attached, is a renewal or a replacement.
- b. **Individual Conduct:** any deliberately fraudulent, criminal, illegal, dishonest or malicious act, error or omission by any **Insured Person** for **Claims** made against such **Insured Person**. If final judgment, adjudication, binding arbitration, guilty plea or written admission under oath establishes such conduct, the **Insured Person** shall reimburse the **Insurer** for all **Expenses** incurred on behalf of such **Insured Person**.
- c. **Insured Conduct:** any deliberately fraudulent, criminal, illegal, dishonest or malicious act, error or omission by any **Insured Person**, for **Claims** made against any **Insured** or **Subsidiary** if any of the principals, partners, officers or directors (or equivalent positions), participated in or were in collusion with such **Insured Person**. If final judgment, adjudication, binding arbitration, guilty plea or written admission under oath establishes such conduct, the **Insured** shall reimburse the **Insurer** for all **Expenses** incurred on behalf of the **Insured**.
- d. **Insolvency:** the **Insured's** insolvency or bankruptcy.
- e. **Bodily Injury and Property Damage:** any bodily, mental or emotional injury, anguish or distress, sickness, disease or death, or physical damage to, impairment, corruption or destruction of any tangible property including loss of use thereof. **Data** is not considered tangible property.
- f. **Employment Practices:** the **Insured's** employment practices.
- g. **Service Interruptions, Professional Services, Product Liability:**
 - i. interruption of satellite service or failure of satellites;
 - ii. electrical or mechanical failures or interruptions;
 - iii. outages of or interruption to the supply of infrastructure or services unless under the **Insured's** operational control or the **Claim** arises from a **Network Security Breach**;
 - iv. failure, gradual deterioration or theft of overhead transmission, distribution lines or subterranean insulation or cabling;
 - v. the rendering, negligence in or failure of an **Insured** to render professional services;
 - vi. the actual or alleged failure, breakdown, or injury resulting from goods or products an **Insured** manufactures, supplies, sells, distributes or markets, including work to repair, alter, maintain or install such goods or products;
 - vii. expiration, cancellation, alteration, withdrawal or recall of products or services and/or loss of use thereof.
- h. **Fees:** for any fees, commissions, expenses or costs paid to or charged by the **Insured**.
- i. **Contractual Breach:** liability assumed by the **Insured** under any contract or agreement unless such liability would have existed in the absence of such contract or agreement.
- j. **Pollution:** in consequence of or in any way involving:
 - i. the presence of, actual, alleged or threatened discharge, dispersal, release, or escape of pollutants or contamination of any kind;
 - ii. direction or request to in any way respond to or assess the effects of pollutants or contamination of any kind;





- iii. asbestos, asbestos-containing products or materials, asbestos fibres/dust;
- iv. ionizing radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- v. hazardous properties of any explosive nuclear assembly or component thereof; or
- vi. the existence, emission or discharge of any electromagnetic field/radiation or electromagnetism that affects any person, the environment or property.

For the purposes of this exclusion contamination shall not include **Malicious Code**.

- k. **Securities, Fiduciary, Intellectual Property:** or related to any of the following:
 - i. the purchase, sale, offer or solicitation of an offer to purchase or sell securities, violation of any securities law or any actual or alleged loss of value of any securities;
 - ii. racketeering, money laundering, anti-trust violations, restraint of trade or unfair competition;
 - iii. violations related to employee benefit, pension, healthcare, welfare, profit sharing, mutual or investment plans, funds or trusts;
 - iv. the validity, invalidity, infringement, violation or misappropriation of or assertion of any right to or interest in intellectual property rights, licensing statutes or regulations.
- l. **Acts of God:** any physical or natural event outside of the **Insured's** control.
- m. **War, Riot, Terrorism and Confiscation:** any riot, strike, lockout or similar labour action, **War Operations**, invasion, act of foreign enemy, hostilities or warlike operation (whether declared or not), cyberwar, civil war, mutiny, riot, civil commotion assuming the proportions of or amounting to a popular rising, insurrection, rebellion, revolution, military or usurped power or confiscation/nationalisation/requisition/destruction of or damage to property by or under the order of any government or public or local authority, terrorism, cyberterrorism or any act of any person or persons acting on behalf of or in connection with any organisation the objects of which are to include overthrowing or influencing of any de jure or de facto government by terrorism, cyberterrorism or by any violent means.
- n. **Trading Losses and Monetary Transactions:** any trading losses, trading liabilities or change in value of accounts; any loss, transfer of, theft of monies, securities or tangible property of others in the care, custody or control of the **Insured Organisation**; monetary value of any electronic fund transfers or transactions lost, diminished, or damaged during transfer, or the face value of coupons, price discounts, prizes, awards, or any other valuable consideration in excess of the total contracted or expected amount.
- o. **Sanctions:** the violation of any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.
- p. **Legal Action:** any action, proceeding or arbitration brought in a court of law outside South Africa, or brought in a court of law within South Africa to enforce a foreign judgment by Reciprocal Agreement or otherwise.





- q. **USA/Canada:** in consequence of, or in any way involving any matter or **Claim** where relief is sought or legal action or litigation is threatened or pursued in a court of law or other authority, constituted in the **USA and/or Canada**, or arising out of any activities carried on in the **USA and/or Canada**.
- r. **Software:** the use of pirated software, software not yet released from its development stage or that has not passed all test runs and proven successful in daily operations.
- s. **Hardware, Computer Systems:** the wear and tear, drop in performance, progressive or gradual deterioration, or ageing of electronic equipment and/or hardware or the **Insured's** failure to maintain any **Computer System**, software or other equipment.
- t. **Rectifying Weaknesses:** the failure to rectify or improve weaknesses or defects in the **Insured's Computer System** or processes, where these have come to the attention of the **Insured's** principal, partner or director (or any equivalent positions), with sufficient time to rectify the weakness or defect to avoid, reduce or mitigate the impact of a resulting **Claim**.
- u. **Unauthorised Collection:** the unauthorised or unlawful collection of **Third Party** proprietary corporate or personal, private and confidential information.
- v. **Insured vs Insured:** any **Claim** by the Insured against any other person or entity who is also an Insured under this Policy.
- w. **Betterment:** any costs or expenses incurred by the **Insured** to:
 - i. identify or remediate any software errors or vulnerabilities;
 - ii. update, replace, upgrade, recreate or enhance any part of the **Insured's Computer System** to a level beyond that which existed prior to the **Wrongful Act**; or
 - iii. research or develop any **Data**, including but not limited to trade secrets or other proprietary information; or
 - iv. establish, implement, maintain, improve or remediate security or privacy practices, procedures or policies.
- x. **Time-Bar/Prescription:** if action or suit is not instituted by the **Insured** against the **Insurer** within 12 (twelve) months following the rejection or disclaimer of liability by the **Insurer**.
- y. **State Capture:** based upon or attributable to any claim or loss or costs or expenses made against or incurred by the **Insured** arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the **Insured** is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the **Insured** or a client of the **Insured**, or the equivalent body in any other applicable jurisdiction.





10.5 Conditions

a. **Defence and settlement:**

- i. The **Insured** shall not admit liability, assume any obligations, incur any expense, enter into any settlement, consent to any judgment or award, or dispose of any **Claim** without the **Insurer's** prior written consent
- ii. If the **Insured** refuses to consent to a settlement recommended by the **Insurer** and acceptable to the claimant, the **Insurer** shall be entitled to pay the **Insured** the amount the **Claim** can be settled for and upon such payment shall have no further liability for the **Claim** and all its obligations shall be fully and finally discharged.

b. **Allocation:** If **Loss** covered by this Endorsement and loss not covered by this Endorsement is simultaneously incurred, the **Insured** and the **Insurer** shall use their best efforts to agree upon a fair and proper allocation based upon their relative legal exposure.

c. **Assistance, cooperation and subrogation:** The **Insured** shall provide information, assistance and cooperation in the defence of any **Claim** including informing appropriate regulatory or law enforcement authorities of a **Cyber Extortion Threat**, and in enforcing any right of subrogation, contribution or indemnity. The **Insured** will do nothing to prejudice the **Insurer's** position or rights of recovery. In the event of any payment, the **Insurer** shall be subrogated the **Insured's** rights of recovery against any person or entity.

d. **Reporting and notice:** The **Insured** shall notify the **Insurer** as soon as practicable, but within thirty (30) days, upon the **Insured's** becoming aware of any **Claim** or circumstance which could reasonably give rise to a **Claim**. For any **Cyber Extortion Threat** made, the **Insured** shall immediately notify the **Insurer**.

e. **Assignment:** Nothing contained herein shall give any person or organisation any right to join the **Insurer** as a party to any **Claim** against the **Insureds** to determine their liability, nor shall the **Insurer** be included as a third party by the **Insureds** or their legal representative in any **Claim**. Assignment of interest under this Endorsement shall not bind the **Insurer** unless its consent is endorsed hereon.

f. **Corporate acquisitions, mergers, amalgamations and takeovers:** This Endorsement does not cover any company or other legal entity acquired during the **Policy Period** unless notified to and endorsed by the **Insurer**.

g. **Territory, jurisdiction and governing law:** This Endorsement applies to **Claims** resulting from acts alleged or committed anywhere in the world and shall be construed in accordance with the laws of the Republic of South Africa.

h. **Cancellation:** The **Insured** may cancel the Endorsement at any time by providing the **Insurer** with written notice stating when thereafter cancellation is to take effect. If there has been no **Claim**, the **Insurer** will refund premium on a pro rata basis. The **Insurer** can cancel the Endorsement by delivering the **Insured** written notice stating when, not less than thirty (30) days thereafter (ten (10) days for non-payment of premium), the cancellation shall be





effective. Proof of emailing shall be sufficient proof of notice and this Endorsement shall be deemed cancelled at the date and hour specified in such notice. The **Insurer** shall be entitled to a pro-rata proportion of the premium. Payment or tender of any unearned premium by the **Insurer** shall not be a condition precedent to the effectiveness of cancellation, but such payment shall be made as soon as practicable.

- i. **Service level agreements:** The **Insurer** has entered into service level agreements with service providers for the provision of services covered under the Endorsement Insuring Agreements. The terms of the service level agreements are applicable to the **Insured** as if the **Insured** had signed these and are available from the **Insurer** on request.
- j. **Minimum security requirements:** In addition to its data and information security procedures as disclosed, the **Insured** undertakes to comply fully with the **Insurer's** minimum IT security requirements as specified hereunder on commencement of and throughout the duration of this Endorsement:
 - i. Anti-virus and/or anti-malware software implemented on all desktops, laptops and **Sensitive Systems** (where applicable and in accordance with best practice recommendations) and kept up to date as per the software providers' recommendations.
 - ii. **Security** related patches and updates applied on **Sensitive Systems** within 3 (three) months of release by the provider.
 - iii. Outdated software which is no longer supported by the software provider is not accessible from external networks and is disclosed to the **Insurer**.
 - iv. Password controls implemented on **Sensitive Systems**. These controls must include:
 - I. Password length of at least 8 (eight) characters.
 - II. User account passwords configured to be changed at least every 120 (one hundred and twenty) days unless passwords are at least 14 (fourteen) characters in length or multi factor authentication is implemented.
 - III. Passwords configured which cannot within reason be deemed widely used or easily guessable e.g., including the **Insured's** name or P@ssword1.
 - IV. User accounts configured to lockout because of at most 10 (ten) failed authentication attempts.

If the **Insured's Computer System** includes a company network:

- i. Firewalls configured to restrict access to digitally stored **Sensitive Information**.
- ii. Administrative/remote access interfaces such as Remote Desktop Protocol (RDP) are not accessible via the open internet. Where such interfaces are required these are accessible exclusively over secured channels such as Virtual Private Network (VPN) connections.
- iii. The system and/or activity logs for all **Sensitive Systems** including firewalls and Active Directory as implemented in the **Insured's** environment stored for a minimum period of 3 (three) months.





11. Value-Added Services

11.1 Business Identity Theft Endorsement

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs ITOO will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing ITOO Business Identity Theft support risk staff contactable on 011 027 2143 from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Company's identifying data has been utilized to impersonate the business in order to further an identity thieves intents.

Process

If an identity theft incident takes place, you must call the **ITOO SUPPORT LINE ON 011 027 2143** in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

- a. Expenses not approved by ITOO.
- b. ITOO will not make payments directly to customers or service providers.
- c. Expenses related to High Court and/or High Court of Appeal action.
- d. Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- e. Losses that a customer suffers as a result of ATM or credit card fraud.
- f. Consequential Losses suffered as a result of the Identity Theft.
- g. Individuals; including Directors, Officers and Staff.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

For further information please visit the Identity Theft web site: www.identityguard.co.za

11.2 Legal Assist Endorsement:

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a ITOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insureds business activities. Such services are obtainable by contacting the **ITOO Legal Assist line on 0861 102 033**; 24 hours a day, 7 days a week.





What You Get

Each policy holder has access to the following as per policy period:

- a. An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

- a. A face-to-face Consultation with a qualified attorney;
- b. Up to three letters, matter and complexity dependent; and
- c. A follow up consultation.

Exclusions

- a. Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- b. Any advice on how to bring a claim under this policy;
- c. Any matters pertaining to any claims repudiated by the ITOO Special Risks (Pty) Ltd;
- d. Matters where the policy holders business does not have an economical or legitimate interest;
- e. Any matters related to Family law;
- f. Any Criminal Matters;
- g. Credit Control or Debt Collection;
- h. Issuing and service of a summons and/ or response;
- i. Any disputes between the policy holder and ITOO; and
- j. Any matter in which ITOO believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED

12. The Privacy of your Personal Information

We care about the privacy, security and online safety of your personal information and we take our responsibility to protect this information very seriously. Below is a summary of how we deal with your personal information. For a more detailed explanation, please read our official Privacy Notice on our website.

- Processing your personal information: We have to collect and process some of your personal information in order to provide you with our products and services, and also as required by insurance, tax and other legislation.
- Sharing your personal information: We will share your personal information with other insurers, industry bodies, credit agencies and service providers. This includes information about your





insurance, claims and premium payments. We do this to assess claims, prevent fraud and to conduct surveys.

- Protecting your personal information: We take every reasonable precaution to protect your personal information (including information about your activities) from theft, unauthorised access and disruption of services.
- Receiving marketing from us: Please contact us if you want to change your marketing preferences. Remember that even if you choose not to receive marketing from us, we will still send you communications about this product.

