

---

**JOASH AFRICA WILDERNESS INSIGHT LTD**  
**TOUR OPERATOR LIABILITY POLICY**  
**P/102/6008/2026/00001**  
**PERIOD: 15/12/2025 TO 14/12/2026**

---

**IMPORTANT**

**THIS POLICY SHOULD BE EXAMINED AND IMMEDIATELY RETURNED  
IF ANY ERROR BE FOUND THEREIN**

## PREAMBLE

The **Insurer** and the **Insured** agree:

The **Insurer** will provide the insurance described in this Policy subject to the terms and conditions for the period shown in the Schedule and any subsequent period for which the **Insured** shall pay and the **Insurer** shall agree to accept the premium.

Any word or expression to which a specific meaning has been attached shall bear such meaning wherever it appears.

Provided that this Policy shall not be in force unless it has been signed by an authorized official of the **Insurer**.

Dated at Arusha, Tanzania, on this 15<sup>th</sup> day of December 2025.

For and on behalf of

A handwritten signature in black ink is written over a purple circular stamp. The stamp contains the text "THE HERITAGE INSURANCE COMPANY (TZ) LTD." around the perimeter.

---

**THE HERITAGE INSURANCE COMPANY (TZ) LTD.**

## POLICY SCHEDULE

|                           |  |
|---------------------------|--|
| <b>Policy number</b>      | <b>P/102/6008/2026/00001</b>                           |
| <b>Insured</b>            | JOASH AFRICA WILDERNESS INSIGHT LTD                    |
| <b>Insured Address</b>    | OLASITI WARD, OLKEREYAN STR, LEMBRICE                  |
| <b>Additional Insured</b> | None   |
| <b>Insurer</b>            | THE HERITAGE INSURANCE COMPANY (TZ) LTD.               |
| <b>Policy Period</b>      | <b>From: 15<sup>th</sup> December 2025</b>             |
|                           | <b>To: 14<sup>th</sup> December 2026</b>               |
| <b>Governing Law</b>      | Tanzania, United Republic of (TZ)                      |
| <b>Territorial Limits</b> | East Africa(Kenya, Tanzania, Uganda, Rwanda & Burundi) |
| <b>Jurisdiction</b>       | Worldwide <b>including</b> USA & Canada                |
| <b>Annual Premium</b>     | TZS 1,732,628.69 (Vat inclusive)                       |

### Limits of Indemnity

| <b>Section</b>                            | <b>Limit of Indemnity in the Annual Aggregate</b> | <b>Deductible</b> | <b>Trigger</b>   |
|---|---|-------------------|------------------|
| Public & Tour Operators Liability         | TZS 617,500,000.00                                | NIL               | Losses Occurring |
| Product / Defective Workmanship Liability | TZS 617,500,000.00                                | NIL               | Losses Occurring |
| Statutory Legal Defence Costs             | TZS 617,500,000.00                                | NIL               | Losses Occurring |
| Incidental Medical Malpractice            | TZS 617,500,000.00                                | NIL               | Losses Occurring |
| Gratuitous Negligent Advice               | TZS 617,500,000.00                                | NIL               | Losses Occurring |

## Extensions

| Extension                   | Limit of Indemnity            | Deductible   | Cover        |
|-----------------------------|-------------------------------|--|--------------|
| North American Jurisdiction | Up to Limit of Indemnity      | TZS 27,000,000 each and every claim                            | Included     |
| Extreme Activities          | Up to Limit of Indemnity      | 5% of claim, min. TZS 27,000,000                               | Not Included |
| Emergency Medical Expenses  | TZS 135,000,000 per event     | NIL  | Included     |
| Claim Preparation Costs     | Up to Limit of Indemnity      | NIL  | Included     |
| Mitigation Expenses         | TZS 27,000,000 per event      | 5% min. TZS 2,700,000  | Included     |
| Guests Personal Effects     | TZS 40,500,000 per event      | 5% min. TZS 2,700,000  | Included     |
| Garagekeeper's Liability    | TZS 270,000,000 per event     | 5% min. TZS 2,700,000  | Included     |
| Passenger Legal Liability   | 25% of the Limit of Indemnity | Local statutory policy or TZS 135,000,000 whichever is greater | Included     |

## Optional Extensions

| Extension               | Limit of Indemnity        | Deductible   | Covered |
|-------------------------|---------------------------|--|---------|
| Advertisers Liability   | TZS 675,000,000 per even  | 5% of claim min. TZS 2,700,000 each and every claim            | NO      |
| Care, Custody & Control | TZS 540,000,000 per event | 5% of claim min. TZS 2,700,000 each and every claim            | NO      |
| Employer's Liability    | 15% of Limit of Indemnity | Local statutory policy or TZS 135,000,000 whichever is greater | NO      |

## Table of Contents

|  |    |
|--|----|
| PREAMBLE .....   | 1  |
| POLICY SCHEDULE .....                                      | 2  |
| Operative Clause .....                                     | 4  |
| General Definitions .....                                  | 7  |
| General Extensions .....                                   | 9  |
| General Exclusions .....                                   | 13 |
| General Conditions .....                                   | 16 |
| Section – General & Tour Operators Liability .....         | 18 |
| Section – Products / Defective Workmanship Liability ..... | 22 |
| Section – Statutory Legal Defence Costs .....              | 23 |
| Section – Incidental Medical Malpractice .....             | 24 |
| Section – Gratuitous Negligent Advice .....                | 25 |
| Section – Pollution (Sudden and Accidental) .....          | 26 |
| Optional Extensions .....                                  | 27 |

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

## Application of Indemnity Clause

The Indemnity in terms of this Policy applies only to such liability as defined by each Section of this Policy arising out of the Business of the Insured specified in the Schedule.

In respect of Section(s) marked LO for Losses Occurring in the Schedule of Limits of Indemnity, indemnity applies in respect of Injury, Damage, or other loss as insured hereby occurring during the Period of Insurance.

In respect of Section(s) marked CM for Claims Made in the Schedule of Limits of Indemnity, this insurance will apply only to claims first made against the Insured during the Period of Insurance in respect of Injury, Damage, or other loss as insured hereby (or within 60 days of expiry unless further insurance in substitution hereof has been effected by or on behalf of the Insured which will indemnify the Insured in respect of such losses).

This insurance will not apply to any claims made against the Insured:

1. Arising from circumstances known to the Insured at the inception date of this Policy and which could reasonably have been foreseen by the Insured to give rise to a claim against the Insured; nor
2. Arising from any circumstances advised to the insurers of any other policy prior to the inception date hereof; nor
3. Arising from any Injury, Damage, or event giving rise to other loss as insured hereby occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.

If, however, subject to the above provisions, the Insured notifies Insurers during the period of this Policy in accordance with the General Condition 3 hereof of any circumstance occurring during the period from the applicable retroactive date to the expiry date of this Policy

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one Section of this Policy, each Section shall apply separately and be subject to its own separate limits, provided always that the total amount of Insurers' liability shall be limited to the highest Indemnity Limit available under any one of the Sections affording indemnity for the claim or series of claims.

## Limits of Indemnity

The Insurer's total liability to pay damages shall not exceed the sum stated in the Schedule of Limits of Indemnity for each Section in respect of any one Occurrence and, where stated, in the Annual Aggregate per Section. The limits of indemnity are in excess of the Deductible.

Should any limit of indemnity in respect of any Section of the Policy that provides cover on a Losses Occurring basis be altered during the Period of Insurance the original Limit of Indemnity shall apply to all claims made or deemed to have been made or arising out of any Occurrence prior to the date of such alteration.

## Deductible

The Deductible amounts stated in the Schedule of Limits of Indemnity and Deductibles apply each and every Occurrence inclusive of Costs and Expenses and claimant's costs and expenses. The Deductible shall not be cumulative as between Sections of this Policy and where an Occurrence could give rise to the application of more than one Deductible, only the higher Deductible shall apply.

## Cost and Expenses

The Insurer will, inclusive of the Limit of Indemnity stated in the Schedule of Limits of Indemnity, pay Costs and Expenses incurred with its prior written consent (which consent shall not be unreasonably withheld provided that such Costs and Expenses do not exceed the amount stated in the General Schedule) in respect of any Occurrence or claim.

**Manifestation Clause**

Where it is not otherwise possible to ascertain the timing of Injury or Damage, then for the purposes of determining the indemnity granted:

1. The Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured first became aware of or was first advised of the Injury.
2. The Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

**Jurisdiction**

The indemnity provided by this Policy applies in respect of any defence, judgement, award or settlement made anywhere in the world excluding:

1. Defence of any claim or any judgement, award or settlement first made in North America or Canada.
2. Any order made anywhere in the world to enforce such judgement, award or settlement first made either in whole or in part in North America or Canada.

Unless otherwise stated in the Schedule.

## General Definitions

Any word or expression to which a specific meaning has been attached in any part or Section of this Policy shall bear that meaning wherever it shall appear unless stated to the contrary.

1. Business means the business the Insured will engage in as owners and/or operators of a Travel Agent and/or Tour Operator.
2. Cost and Expenses means costs, charges and expenses incurred by the Insurer or by the Insured with the Insurer's prior written consent, other than Statutory Legal Defence Costs:
  - 2.1. In the defence or settlement of any claim under this Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Policy.
  - 2.2. In the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Policy and/or in defending any proceedings in a civil court having jurisdiction in respect of matters which may form the subject of indemnity by this Policy.
  - 2.3. With the prior written consent of the Insurers for preventative consultation in respect of circumstances notified to the Insurers in respect of which no claim has been made or intimated.
  - 2.4. For such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy.
3. Employee means any person:
  - 3.1. Employed under a contract of service or apprenticeship with the Insured.
  - 3.2. Engaged by or seconded to the Insured (including a volunteer worker) whilst performing any function for or on behalf of the Insured.
  - 3.3. Engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only for the purpose of carrying out the day to day operations of the Business.
  - 3.4. Any work experience student or trainee.
4. Insured means the Policyholder as stated in the Schedule.
5. Insured product means any tangible property including labels and/or containers 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 but not food and drink incidentally supplied, mainly for consumption on the Insured's premises.
6. Mobile Equipment means land vehicles (including any machinery or apparatus attached thereto), whether or not self-propelled:
  - 6.1. Not subject to motor vehicle registration; or
  - 6.2. Maintained for use exclusively on premises owned by or rented to the Insured, including the ways immediately adjoining; or
  - 6.3. Designed, principally, for use off public roads; or
  - 6.4. Designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.
7. North America means the United States of America and Canada and any territory operating under the laws of the United States of America or Canada.
8. Occurrence means an event or series of events attributable to one originating cause or related causes, or continuous or repeated exposure to the same or similar set of conditions at or emanating from one premises or location, which unexpectedly or unintentionally results in liability as insured in terms of this Policy.

9. Personal Injury means death, bodily or mental injury, illness or disease of or to any person including mental anguish, shock, post-traumatic stress, loss of amenities, wrongful arrest (including assault in connection therewith), wrongful detention or imprisonment, wrongful eviction.
10. Pollution Conditions means the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water.
11. Property Damage means:
  - 11.1. Actual Physical loss of or damage to tangible property
  - 11.2. Loss of use of tangible property which has not been lost or damaged provided that such loss of use arises out of an Occurrence;
  - 11.3. Interference with servitude or right of access or other infringement of real or personal rights to the use of property.
12. Vehicle means any self-propelled land vehicle and any trailer, semi-trailer or caravan whilst attached thereto (including any machinery or apparatus attached thereto) other than Mobile Equipment, railway locomotives and rolling stock.
13. Additional Insured means any person or organization with a written contract of agreement with the Insured whereby the Insured undertakes to provide services in favour of such person or organization which form part of the Insured's Business. Such person or organization will only be deemed as an Additional Insured in respect of liability arising out of any negligent breach of the Insured from Insured Business activities under the scope of work in such contract or agreement.

The insurance will not apply to Personal Injury or Property Damage occurring after all work to be performed for or on behalf of the additional insured(s) by the Insured has been completed.
14. Territorial Limits mean the country(ies) stated in the schedule but not:
  - 14.1. In connection with any business carried on by the Insured at or from premises within United States of America, Canada and Australia, their territories and possessions
  - 14.2. Any country or territory where:
    - i. any government embargo or sanction prohibits the Insured from trading; or
    - ii. any government embargo or sanction prevents the Insurers from providing insurance; or
    - iii. legal proceedings are brought to enforce an award or judgement made in the places specified in (i) and (ii) hereof whether by way of reciprocal agreement or otherwise.
15. East Africa means Kenya, Tanzania, Uganda, Rwanda and Burundi.

## General Extensions

### 1. Indemnity to Others

The indemnity granted shall extend:

- 1.1. in the event of the death (if a natural person) or legal incompetency of the Insured, to the estate, heirs, legal representatives or assignees of the Insured;
- 1.2. to any legal representative of the Insured in the event of the bankruptcy or insolvency of the Insured;
- 1.3. to any person who was or is or may hereafter be a director, officer or Employee of the Insured and such consultants of the Insured as are declared to the Insurers from time to time in their business capacity in respect of liability arising out of the conduct of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees;
- 1.4. and, at the option of the named Insured, to:
  - 1.4.1. any contractor of the Insured;  
any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required for their respective rights and interests in terms of such agreement;
  - 1.4.2. the officers, committees and members of the Insured's canteen and social, sports, firefighting, security and welfare organisations and visiting sports teams and members thereof and the like in their respective capacity as such.
  - 1.4.3. any occupier, in his or her personal capacity only, of residential property owned by or leased to the Insured;
  - 1.4.4. the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person

Provided always that any such person, party or entity shall observe, fulfil and be subject to the terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the named Insured had the claim been brought against the named Insured.

### 2. Cross Liabilities

Each legal entity indemnified is indemnified separately in respect of claims made against any of them by any other provided that the Insurer's total liability shall not exceed the applicable Limit of Indemnity.

### 3. Acquisitions and New Entities

- 3.1. the indemnity granted by this Policy extends to any entity formed and/or acquired by the Insured during the Period of Insurance for a period of 90 days following such formation and/or acquisition
- 3.2. the Retroactive Date in respect of any acquired entity shall be deemed to be the date when it first purchased liability insurance of a type hereby insured on a Claims Made basis (or the Retroactive date of this Policy, whichever is the later), subject to a declaration from the acquired entity's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the Retroactive Date shall be the date of such acquisition;
- 3.3. the Insured's business activities remain unchanged;
- 3.4. the annual turnover of all newly formed and/or acquired entity does not exceed 10% (ten percent) of the estimated annual turnover of the Insured as advised to the Insurers at inception hereof; and
- 3.5. the Insured shall advise the Insurer of such formations and/or acquisitions before the expiry of 90 days from the effective date of such formation and/or acquisition and the Insurer may amend the terms of this Policy accordingly
- 3.6. such company is domiciled within the domicile of the Insured.

### 4. Joint Ventures

The Insurer will indemnify the Insured and no other party or parties under Section General Liability of this Policy in respect of its/their interest in any Joint Venture.

Provided always that:

- 4.1. the Insured shall notify the Insurer in writing as soon as practicable of such Joint Venture and the Insurer shall have the right to accept or deny cover at the time of such notification and, in the case of acceptance of cover, to establish a separate rate and premium for and the terms of any such cover;
- 4.2. this Section shall only apply to any claim which by virtue of limitations in cover is not payable under any other valid policy applicable to such Joint Venture and which would not be excluded by the terms of this Section;
- 4.3. the liability of the Insurer in respect of any claim under this Section shall be limited to the product of:

The amount of such claim;

The percentage interest of the Insured in said joint venture or any more specific percentage of liability assumed by the insured under contractual agreement and;

The total liability coverage afforded the insured by this policy.

Where that percentage interest or percentage of liability is not stated in writing the percentage to be applied shall be that which would be imposed by law at the inception of the Joint Venture. Such percentage shall not be increased by the insolvency of others interested in such Joint Venture.

## **5. Claims Preparation Costs**

The insurance under this Policy is extended to include reasonable costs incurred with prior written consent of the Insurer and by the Insured in producing and certifying any particulars or details required by the Insurer in order to investigate any claim, provided that the liability of Insurers for such costs shall not exceed the sum stated in the Schedule of Limits of Indemnity in respect of any one claim.

## **6. Compensation for Court Attendance**

- 6.1. In the event of any of the Insureds attending court as a witness at the specific written request of the Insurer in connection with a legal proceeding notified under and covered by this Policy the Insurer will pay all reasonable expenses incurred by the Insureds because of their time off work, at the following rates per day for each day on which attendance is required:
- 6.2. Any director or partner of the Insured USD 50,
- 6.3. Any employee USD 25.

## **7. Extended Reporting Period**

(Only applicable to those Sections shown as being on a Claims Made (CM) basis and if so indicated in the General Schedule)

At the option of the Insured and agreed by the Insurer, and subject to payment of an additional premium to be determined and subject to all the terms, Exclusions and Conditions of this Policy, the Insurer agrees to extend the period during which the Insured may report an event in terms of General Condition 3 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period), provided that:

- 7.1. This option may only be exercised in the event of the Insurer cancelling or refusing to renew this Policy,
- 7.2. This option must be exercised by the insured in writing within 30 (thirty) days of cancellation or non-renewal of this Policy,
- 7.3. Once exercised, the option cannot be cancelled by either the Insured or Insurer,
- 7.4. The insured has not obtained insurance equal in scope and cover to this Policy as expiring,
- 7.5. The insurer shall only be liable for any circumstance, matter or thing which occurred after the Retroactive Date but prior to date of cancellation or non-renewal,
- 7.6. Claims first made against the Insured or any reported event by the Insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal, and
- 7.7. The total amount payable by the Insurer for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal.

## **8. Emergency Medical Expenses**

The Insurers will indemnify the Insured for Costs and Expenses incurred by the Insured for such emergency medical treatment as may be necessary at the time of any Occurrence to treat Personal Injury caused by such Occurrence which may form the subject of indemnity under this policy.

The maximum liability of the Insurers in respect of any one occurrence will not exceed USD 50,000 (fifty thousand united states dollars) unless otherwise stated in the Schedule.

## **9. North American Jurisdiction (If stated in the schedule to be included)**

The Insured having requested that indemnity be granted against liability, including personal liability of directors and employees and members of their families:

- 9.1. Arising out of non-manual labour visits by or on behalf of the Insured to;
- 9.2. Arising out of sales office situated in;
- 9.3. Arising out of temporary work by or on behalf of the Insured in;
- 9.4. Arising, notwithstanding Specific Exclusion 6 of the Products Liability Section, out of the Products exported to;
- 9.5. In respect of Employees who are normally resident outside North America, but are temporarily engaged in any activity of the Business of the Insured in;

North America

The Insurer agrees to indemnify the Insured in respect of any judgement, award or settlement made within the countries which operate under the laws of North America (or any order made elsewhere in the world to enforce such judgement, award or settlement either in whole or in part), and it is understood and agreed that the Insured agree, in consideration of the granting of such indemnity, to accept the following terms, Exclusions, and Conditions in respect thereof.

The Insurer shall not be liable under this General Extension for:

1. Injury, Damage or loss of use of property directly or indirectly caused by Pollution;
2. The cost of removing, nullifying or cleaning-up such Pollution;
3. Awards or damages of a punitive or exemplary nature whether in the form of fines, penalties, multiplication of compensatory awards or any other form whatsoever;
4. Injury and/or Damage directly or indirectly caused by asbestos or asbestos related products;
5. liability arising from or out of ownership, possession or use by or on behalf of the Insured or any other person entitled to indemnity, of any mechanically propelled vehicle or craft;
6. If not already so, then in respect of this Extension, the Limits of Indemnity shall be inclusive of Costs and Expenses;
7. The amount of the Deductible reflected against the appropriate Extension in the Schedule

## **10. Mitigation Expenses**

Notwithstanding anything contained in this Policy to the contrary. the Insurer will indemnify the Insured for costs incurred (hereinafter referred to as Expenses) following an event which may be the subject of a claim in terms of this Policy provided that:

- 1.1. the Insured shall not increase its potential legal liability arising from the event
- 1.2. the Insurer will only reimburse such expenses
  - 1.2.1. following satisfactory evidence that the event from which liability flows is indemnifiable in terms of the cover provided by this Policy
  - 1.2.2. following receipt of satisfactory evidence that such expenses did not form part of an admission of liability or that such expenses in all the circumstances prevented/avoided a possible claim hereunder in excess of the Expenses so paid
  - 1.2.3. if the Insured secures a full discharge of all and/or any liabilities arising from the event had such expenses not been

incurred or can prove to the satisfaction of the Insurer that in all circumstances obtaining such discharge was likely to provoke a claim hereunder

1.2.4. which exceed the amount to be borne by the Insured, if any, applicable to the event from which liability could have arisen

The Liability of the Insurer for all expenses payable under this Extension in respect of any one claim / event shall not exceed the amount stated in the Schedule of Indemnity provided always that indemnity will not apply to the first 5% min. USD 1,000 of each and every claim / event.

## General Exclusions

This policy does not cover liability:

1. Directly or indirectly caused by or contributed to or arising from Pollution Conditions:
  - 1.1. For the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up the effects of Pollution Conditions.
  - 1.2. For fines, penalties, fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in (1.) above.
2. Arising out of the reckless, disregard by the Insured's technical or administrative management of the need to take reasonable precautions to avoid a claim or prevent any occurrence, event or circumstance which may give rise to a claim under this policy.
3. Directly or indirectly caused by or contributed to or arising from:
  - 3.1. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - 3.2. the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component thereof.
4. For fines, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties.
5. For professional advice, remedial or other treatment (other than first aid treatment), fault, error or omission in any advice or the provision of professional services. This exclusion does not apply to liability arising out of the design, formula, specification, treatment or advice given by or on behalf of the Insured in connection with an Insured Product.
6. For any amounts including damages, claimants' costs and expenses and the Insured's Costs and Expenses falling within the Deductible(s) or Self-Insured Retention, if any.
7. For any claim or claims, whether actual or alleged or in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos or any material containing asbestos in whatever form or quantity, provided that the loss or losses are caused or contributed to by the hazardous nature of asbestos.
8. Notwithstanding any provision to the contrary in this policy or any endorsement thereto, for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:
  - 8.1. War, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, or
  - 8.2. Any act of terrorism.
  - 8.3. For the purpose of this Exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), 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.
  - 8.4. This Policy also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to (8.1) and/or (8.2) above.
  - 8.5. If the Insurers allege that by reason of this Exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.
  - 8.6. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
9. For Personal Injury and Property Damage or any other loss, cost or expense, including but not limited to, losses, costs or expenses related to, arising from or associated with clean-up, remediation, containment, removal or abatement, caused directly or indirectly, in whole or in part, by:
  - 9.1. Any fungus(i), mould(s), mildew or yeast; or
  - 9.2. Any spore(s) or toxins created or produced by or emanating from such fungus(i), mould(s), mildew or yeast, or any substance, vapour, gas, or other emission or organic or inorganic body or substance produced by or arising out of

any fungus(i), mould(s), mildew or yeast; or

9.3. Any material, product, building component, building or structure, or any concentration of moisture, water or other liquid within such material, product, building component, building or structure, that contains, harbours, nurtures or acts as a medium for any fungus(i), mould(s), mildew, yeast, or spore(s) or toxins emanating therefrom;

9.4. Regardless of any other cause, event, material, product and/or building component that contributed concurrently or in any sequence to that Property Damage, Personal Injury, loss, cost or expense.

For the purpose of this exclusion, the following definitions are added to the Policy:

- a. Fungus(i) includes, but is not limited to, any of the plants or organisms belonging to the major group fungi, lacking chlorophyll, and including mould(s), rusts, mildews, and mushrooms
- b. Mould(s) includes, but is not limited to, superficial growth produced on damp or decaying organic matter or on living organisms, and fungi that produce moulds.
- c. Spore(s) means any dormant or reproductive body produced by or arising or emanating out of any fungus(i), mould(s), mildew, plants, organisms or microorganisms.

10. Arising out of any unfair labour practice (including any automatically unfair dismissal) as contemplated by of the Labour Act No (as amended) or any Act passed in substitution thereof in the domicile of the Insured.

11. For any claims made against the Insured:

- 11.1. arising from circumstances known or that should have been known to the Insured at the Inception or renewal date of this Policy and which could reasonably have been foreseen by the Insured to give rise to a claim against the Insured;
- 11.2. Arising from any circumstances advised to the insurers under/in terms of any other policy prior to the inception date of this policy;
- 11.3. Arising from any Personal Injury, Property Damage or event occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.

12. Claims in connection with the fulfilment or payment of contractual, civil or criminal fines or penalties, non-compensatory damages including punitive or exemplary damages or the multiplied portion of multiplied damages or any matters deemed uninsurable under the applicable law of the territory in which the liability for such fulfilment or payment arose.

13. Arising from the:

- 13.1. The ownership, possession, or use by or on behalf of the Insured of any mechanically propelled vehicle including trailer or apparatus attached thereto, other than mobile equipment
- 13.2. The ownership, possession, or use by or on behalf of the Insured of any vessel or watercraft made or intended to be waterborne other than a watercraft less than 15 meters
- 13.3. The ownership, hire, leasing or operation of any aircraft, airport, airstrip or helicopter pad by or on behalf of the Insured other than airstrips and helicopter pads which are not equipped with control tower operations other than Mobile Equipment

14. Economic sanctions

The Insurer/Reinsurer will not be liable to provide any coverage or make any payment hereunder if to do so would be in violation of any sanctions law or regulation which would expose the Insurer/Reinsurer, its parent company or its ultimate controlling entity to any penalty under any sanctions law or regulation.

15. Cyber Exclusion

The cover provided by this policy does not apply to:

- 15.1. Any access to or disclosure of any person's or organization's confidential or personal information, including any personally identifiable information, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of non-public information; or
- 15.2. The loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate any computer system or electronic data.

For purpose of this exclusion:

- a. Computer system means any electronic hardware or software, or components thereof, that are used to store, process, access, transmit or receive information
- b. Electronic data means any data stored on a computer system

- c. Personally, identifiable information (PII) means any data that can be used to contact or identify a specific individual.

16. Sexual Abuse or Molestation

This Insurance does not apply to bodily injury and loss of or damage to property arising out of:

- 16.1. The actual, threatened or alleged sexual abuse, sexual molestation, sexual assault, sexual victimization, physical abuse, physical assault, any resulting mental or emotional injury or any coercion to engage in sexual activities on the part of any employee, assistant, volunteer or member any facility owned, operated or maintained by the Insured/Policyholder or;
- 16.2. The negligent, employment, investigation, supervision, reporting to the proper authorities or failure to so report or retention of any employees, assistant, volunteer or member of any facility owned, operated or maintained by the Policyholder whose conduct would be excluded by paragraph 16.1 above.

17. Arising out of any European Union Package Travel Directive.

18. Arising out of or in connection with guests' stay in hotel, lodges and/or tented camps. This exclusion however will not apply to camping excursions.

19. Arising out of or in connection with the use of firearms.

20. Territory Restriction Endorsement

Notwithstanding anything to the contrary in this policy, or any appendix or endorsement added to this policy, there shall be no coverage afforded by this policy for any:

- i. entity organized or incorporated pursuant to local law of the **Specified Area**, or headquartered in a **Specified Area**;
- ii. natural person during the time such natural person is located in a **Specified Area**;
- iii. part of a claim, action, suit or proceeding made, brought or maintained in a **Specified Area**; or
- iv. loss of, theft of, damage to, loss of use of, encryption of, interruption to the operations or availability of, or destruction of any part of any property (tangible or intangible) located in a **Specified Area**, including, but not limited to, any computer system, data, digital assets, money or securities located in a Specified Area.

For purposes of this endorsement, "**Specified Area**" means:

- a. The Republic of Belarus; or
- b. The Russian Federation (as recognized by the United Nations) or their territories, including territorial waters, or protectorates where they have legal control (legal control shall mean where recognized by the United Nations).

Where there is any conflict between the terms of this endorsement and the terms of the policy, the terms of this endorsement shall apply, subject at all times to the application of any Sanctions clause.

If any provision of this endorsement is or at any time becomes to any extent invalid, illegal or unenforceable under any enactment or rule of law, such provision will, to that extent, be deemed not to form part of this endorsement but the validity, legality and enforceability of the remainder of this endorsement will not be affected.

## General Conditions

1. This Policy will be governed by the laws of the country stated in the Schedule, whose courts shall have jurisdiction over any dispute arising hereunder.
2. The due observance and fulfilment of any of the provisions of this Policy that require anything to be done or complied with by the Insured and the truth of the answers provided and statements made in the information supplied by or on behalf of the Insured either prior to inception or renewal of this Policy and during the Period of Insurance are conditions precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy.
3.
  - 3.1 The Insured shall give notice to the Insurer as soon as reasonably practicable of any Claim made against the Insured.
  - 3.2 The Insured shall give notice to the Insurer of any Occurrence or circumstance of which the Insured becomes aware that may give rise to a claim under this Policy as soon as reasonably possible but in any event (in respect of such sections of the Policy which indemnify the Insured for Claims first made during the Period of Insurance) not more than 60 (sixty) days after the expiry of the Period of Insurance and shall give all such additional information as the Insurer may require.
  - 3.3 The Insured shall immediately upon its receipt by or on behalf of the Insured, provide/send to the Insurer any writ, summons or other legal process issued or commenced against the Insured in connection with any claim made or Occurrence which may give rise to a claim being made under the Policy.
  - 3.4 The Insured shall, without undue delay and at its own cost, furnish the Insurer with all information available in respect of or relating to any Claim or legal proceedings, and the Insurer shall have the right to appoint adjusters, assessors or surveyors and to take control of the Claim or legal proceedings and all negotiations, adjustments and settlements in connection with such Claim or legal proceedings
4. If any claim made under this Policy is in any respect fraudulent all benefit under the Policy in respect of such claim shall be forfeited.
5. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurer (which consent shall not be unreasonably withheld) who shall be entitled but not obliged to take over and conduct in the name of the Insured the defence or settlement of any Claim or legal proceedings to prosecute in the name of the Insured for the Insurer's own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any Claim or legal proceedings and the Insured shall give all such information and assistance as the Insurer may reasonably require.
6. The Insurer shall be entitled to investigate all and any matters which, in their absolute discretion, are relevant to the a foregoing and the Insured shall do all things necessary to enable the Insurer to investigate the aforesaid.
7. The Insurer may at any time pay to the Insured in connection with any Claim (or series of Claims) for which indemnity under the Policy is sought and to which a Limit of Indemnity applies the amount of such Limit or any lesser amount for which such Claim can be settled and upon payment being made the Insurer shall relinquish the conduct and control of and be under no further liability in connection with such Claim except for the payment of Costs and Expenses incurred prior to the date of such payment.
8. If any Claim made against the Insured or claim made by the Insured is indemnifiable under this Policy and also under any other policy which provides cover to the Insured, the Insurer shall only be liable to indemnify the Insured in respect of such Claim to the extent that amount of the indemnity payable exceeds the amount of the indemnity payable under such other policy.
9. Each Section of this Policy excludes any liability more specifically indemnified under any other Section.
10. The Insured shall give notice to the Insurer, as soon as practicable, of any material change in the risk insured or in any of the facts or information supplied to the Insurer by or on behalf of the Insured at the time when this Policy inceptioned, was issued or was renewed The Insurer shall be entitled to and may amend the terms, conditions or exclusions of this Policy according to the materiality of such change in risk, facts or information
11. Where the premium is based provisionally on the Insured's estimates, the Insured shall keep an accurate record containing all particulars relative thereto and within 3 (three) months after expiry of the Period of Insurance provide the Insurer with such particulars and information as the Insurer may require to enable the Premium to be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply.

Where the estimates include remuneration to Employees, the required particulars shall include remuneration to all persons defined as Employees
12. Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurer.

13. This Policy may be cancelled at any time by the Insurer giving 60 (sixty) days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall be entitled to a refund of premium pro-rata to the unexpired period of insurance subject to the minimum policy premium of USD 300.
14. The Insured shall take all reasonable care to prevent injury or loss or damage and to comply with all applicable laws, statutory obligations and regulations.
15. The Insured shall make good or remedy any condition, defect or danger which increases its exposure to risk or the risks insured under this Policy and shall take such additional precautions that may be required to mitigate against or prevent any such increase in risk as soon as possible after discovery of the condition, defect or danger.
16. In this Policy references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced at the relevant time and are to include any orders, regulations, standards, instruments or other subordinated legislation made under or deriving validity from that statutory provision.
17. In the event of payment of indemnity under this policy in respect of a Claim or legal proceedings, the Insurer shall be subrogated to the extent of such payment to all of the Insured's rights of recovery in respect of such payment and shall be entitled to pursue and enforce such rights in the name of the Insured who shall provide the Insurer with all reasonable assistance and co-operation including the execution of all papers required and shall do everything that may be necessary to secure any rights including the execution of any documents necessary to enable the Insurer to effectively commence and prosecute legal proceedings in the name of the Insured whether such acts shall be or become necessary before or after payment by the Insurer. The Insured shall do nothing to prejudice those rights. Any amount recovered in excess of the total amount paid to the Insurers' shall be paid to the Insured less the cost to the Insurer of such recovery.
18. If, subject always to the above provisions, the Insured notifies the Insurer during the Period of Insurance under this Policy in accordance with General Condition 3 of any circumstance occurring during the period from the applicable retroactive date to the expiry date of this Policy, then any claim or claims which may subsequently arise in connection with such circumstance shall be treated as having been made during the Period of Insurance under this Policy.
19. Risk Management

The Insurer reserves the right, but is not obligated, to conduct a full assessment/survey of the Business or business operations of the Insured at any time. The assessment/survey relates to the management of health, safety, quality, environmental and associated risk exposures relevant to the cover provided. The Insurer will use all reasonable endeavours to give the Insured reasonable notice of the intended assessment/survey. The Insurer may, subsequent to having conducted the assessment/survey, make changes to any terms, conditions or exclusions of cover based on agreed findings.
20. It is a condition precedent to any liability of the Insurer in respect of Injury or Damage arising out of the tour activities carried out by the Insured, their contractors, sub-contractors, and their guests that, the activities they take part in, are solely for leisure purposes.

## Section – General & Tour Operators Liability

### Indemnity Clause

The Insurer will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay arising out of Personal Injury or Property Damage.

### Specific Exclusions

This Section does not cover liability:

1. Arising out of the ownership, possession or use by or on behalf of the Insured of any Vehicle other than:
  - 1.1. liability caused by the use as a tool of trade of any Vehicle or of plant forming part of or attached to or used in connection with any Vehicle;
  - 1.2. liability caused by the transportation of any goods by or on behalf of the Insured including the loading or unloading or the bringing or taking away of a load from any Vehicle provided that such transportation, loading, unloading, binging, taking away does not take place on or within the limits of any public road, street or thoroughfare or any other place (whether a thoroughfare or not) which is commonly used by the public or any section thereof or to which the public or any section thereof has right of access
  - 1.3. liability for damage to any bridge, weighbridge, road or thoroughfare or anything beneath caused by the weight of any Vehicle or of the load carried thereon;
  - 1.4. liability arising out of any Vehicle temporarily on the Insured's premises using the parking facilities provided by the Insured;
  - 1.5. liability caused by the possession or use by or on behalf of the Insured of any Vehicle the property of any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies to the extent of any requirement by Statute or Statutory regulations;
  - 1.6. a trailer not attached to and not having become unintentionally detached from a self-propelled vehicle;
  - 1.7. any vehicle, trailer, locomotive or rolling stock belonging to any rail service provider while used by or on behalf of the Insured at any railway siding,except to the extent that cover is provided in terms of any compulsory or other motor vehicle insurance effected by the Insured.
2. For damage to property owned, leased or hired by or under hire purchase with or on loan to the Insured or otherwise in the Insured's care, custody or control other than:
  - 2.1. premises occupied or tenanted by the Insured;
  - 2.2. premises, and the contents thereof, temporarily occupied by the Insured for work therein;
  - 2.3. directors', employees' and visitors' (excluding accommodation guests) clothing and personal effects;
  - 2.4. property temporarily in the Insured's possession for work thereon but excluding that part of the property on which the Insured is working, and which arises out of such work;
  - 2.5. damage to Vehicles and their contents and accessories the property of tenants, customers, visitors or employees of the Insured using parking facilities provided by the Insured;
  - 2.6. Damage to property belonging to any rail service provider while in the Insured's care, custody or control.
3. For Personal Injury or Property Damage arising out of the ownership, possession or use of any self-propelled watercraft or hovercraft (other than watercraft and hovercraft not exceeding 25 meters in length and then only whilst such craft is on land or is being used on inland waterways or estuaries); or the ownership, possession or use of any aircraft or unmanned aerial vehicle.
4. Arising out of the nature or condition of or in connection with any Insured Product.
5. For Personal Injury to any Employee
6. Consequent upon Personal Injury or Property Damage caused by or through or in connection with any design, formula, specification or advice given or medical treatment of a professional nature given or administered by or at the direction of the Insured.
7. For damage caused by dewatering operations giving rise to subsidence and/or collapse or by the removal, weakening of or interference with support to any land, building or other structure.
8. Arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by or on behalf of the Insured

other than airstrips and helicopter pads which are not equipped with control tower operations.

9. For loss of use of tangible property which has not actually and physically been lost or damaged or interference with a servitude or right of access or other infringement of real or personal rights to the use of property.
10. Arising out of any schooling activities which are outside the ambit of general Tour Operators activities. These shall include but not be limited to training or teaching aimed at instructing persons in the performance of any tour activities or extreme activities.

## **Specific Extensions**

### **1. Liability by Agreement**

Notwithstanding anything contained in this Policy to the contrary, this Section shall also indemnify the Insured against liability assumed by the Insured under any contract entered into by subcontractors and/or concessionaires working for or on behalf of the Insured provided that such work is not further subcontracted without the prior written consent of the Insured.

### **2. Security Firms**

Notwithstanding Specific Exclusion 2, if in terms of a contract with a security firm engaged to protect the Insured's property or persons in the course of the Business, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Section shall extend indemnity to the Insured for such legal liability to the extent that indemnity would have been granted under this Section had the said employees been under a contract of service to the Insured and not the security firm.

If, at the time of an event giving rise to a claim, the security firm is more specifically insured under any other policy in respect of the same event, the Insurer shall only be liable to indemnify the Insured to the extent by which the amount for which the Insured is legally liable exceeds the amount payable under such other policy.

### **3. Overseas Personal Liability**

The Insurers will indemnify the Insured, and if the Insured so requests, any:

- 3.1. Director or partner of the Insured;
- 3.2. Employee; or
- 3.3. Spouse, partner or dependant of the persons stated in i or ii above who are accompanying such persons, against legal liability in respect of Personal Injury or Property Damage incurred in a personal capacity by such individuals while temporarily outside their normal country of residence in connection with the Business.

Provided always that indemnity will not apply to liability:

- a) arising out of the ownership or occupation of land or buildings;
- b) where indemnity is provided by any other insurance;
- c) arising out of the ownership, possession or use by or on behalf of such individuals;
- d) of any mechanically propelled vehicle including any trailer or apparatus attached thereto; and
- e) any vessel or craft made or intended to be airborne or waterborne.

### **4. Airstrip**

Notwithstanding Specific Exclusion 8, this Section shall indemnify the Insured against Liability incurred by, through or in connection with ownership, hire or leasing of any airstrip or helipad subject to the Insured ensuring that the airstrip or helipad is fully maintained, kept in good condition and registered.

### **5. Spread of Fire**

The Insurer will indemnify the Insured in respect of Personal Injury or Damage arising from the Spread of Fire but only as a result of the event being a sudden, specific and identifiable cause.

### **6. Tour Activities**

The Insurers shall indemnify the Insured against Liability incurred during the period of insurance in connection with any excursion and/or tour activities provided that;

- a) The participation of their guests in the excursions and/or tour activities (including boat trips) is on a leisure basis;
- b) The excursions and/or tour activities do not fall under Extreme Activities.

**7. Extreme Activities (If stated in the schedule to be included)**

This Section shall indemnify the Insured against Liability incurred during the period of insurance arising in connection with the activities mentioned below:

|   |   |
|---|---|
| Animal Trekking   | Parasailing (provided it is professionally organized, and that You are either accompanied by a qualified instructor, or You are qualified and not sailing alone)                          |
| Bungee Jumping (provided it is professionally organized)  | Skiing & Snowboarding   |
| Cycling – Mountain Biking & BMX Extreme   | Sky Diving, Parachuting & Paragliding (provided it is professionally organized, and that You are either accompanied by a qualified instructor, or You are qualified and not diving alone) |
| Hiking & Trekking (above 2,000 meters in height provided it is professionally organized and you are accompanied by a guide) | Speed Boats (on inland and coastal waters only)   |
| Helicopter Tours  | Wake Board, Fly Board   |
| Hot Air Balloon Rides   | White Water Canoeing / Kayaking   |
| Motor Rallies   | Wingsuit Flying   |
| Rock Climbing   | Zip Lining  |

**8. Food & Drink Poisoning**

Notwithstanding anything contained in this Policy to the contrary, this Section shall indemnify the Insured against Liability incurred for Personal Injury due to poisoning by food and/or drink supplied by the Insured at the premises only where such liability is due to the negligence on the part of the Insured during food and/or drink preparation.

Provided always that indemnity will not apply:

- to any loss, damage, costs or expenses of whatsoever nature directly or indirectly caused by, resulting from or in connection with any communicable disease which is determined by the World Health Organization to be an endemic and/or pandemic.
- to food and drink supplied by or on behalf of the Insured to the Insured's employees as a staff benefit.
- to any costs or expenses incurred to recall and/or replace the food and/or drink

**9. Guests Personal Effects (If stated in the schedule to be included)**

Notwithstanding Specific Exclusion 2, the Insured will be indemnified in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause for all sums that the Insured shall become legally liable to pay arising out of Property Damage to Guests' Personal Effects.

For the purpose of this Optional Extension only, Guests Personal Effects shall not be regarded as property in the care custody and control of the Insured.

Provided always that indemnity will not apply:

- where any contract or agreement requires that insurance be effected by the Insured in respect of Property Damage to such property
- to the Deductible
- where indemnity is provided by any other insurance for the benefit of the Insured

The liability of the Insurer for all sums payable under this Extension in respect of any Claim or number of Claims or Occurrence shall not exceed the Limits of Indemnity stated in the Schedule.

**10. Garagekeeper's Liability (If stated in the schedule to be included)**

The Insured will be indemnified in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause for all sums that the Insured shall become legally liable to pay arising out of Property Damage to Vehicles temporarily on the Insured's premises using the parking facilities including valet parking provided by the Insured.

Provided that the Insurer shall be liable for the Deductible.

The liability of the Insurer for all sums payable under this Extension in respect of any Claim or number of Claims or Occurrence shall not exceed the Limits of Indemnity stated in the Schedule.

#### **11. Passenger Legal Liability (If stated in the schedule to be included)**

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause and Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay arising out of Personal Injury and/or Property Damage caused by or through or in connection with the use of any motor vehicle owned, leased or rented by the insured for the purpose of the business.

Provided that;

1. Valid motor insurance is maintained and in force during the Period of this Insurance to the extent that it is readily available in respect;
  - a. All the Insured's vehicles whilst being used in circumstances where the Insured is obliged by law or regulation to arrange compulsory motor insurance;
  - b. Any motor vehicle hired or leased by a director of the Insured or by an Employee primarily for the purpose of the Business.

#### **Specific Exclusions**

The Insurer shall not be liable for:

- a) Damage to such vehicle or to goods conveyed in or on it
- b) any Vehicle being driven by any person who to the knowledge of the Insured or of the Insured's representative does not hold a license to drive such Vehicle unless such person has held and is not disqualified from holding or obtaining such a license
- c) to the Deductible

The liability of the Insurer for all sums payable under this Extension in respect of any Claim or number of Claims or Occurrence shall not exceed the Limits of Indemnity stated in the Schedule.

## Section – Products / Defective Workmanship Liability

### Indemnity Clause

The Insurer will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay for Personal Injury or Property Damage arising out of the nature or condition of or in connection with any Insured Product

### Specific Exclusions

This Section does not cover:

1. The cost of repair, reconditioning or replacement which includes any credit or refund granted or alternative Insured Product provided by or on behalf of the Insured in lieu of replacement of the:
  - a. Insured Product, of any Insured Product or part thereof.
  - b. Defective Insured Product or part thereof.
2. Costs incurred by the Insured in the recall of any defective Insured Product or part thereof.
3. Liability arising out of any Insured Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft or unmanned aerial vehicle.

For the purposes of this Exclusion the word "structure" excludes fixtures, fittings, furnishings and the like attached to or contained within the aircraft or unmanned aerial vehicle structure.

4. The failure of any Insured Product or any part thereof to fulfil its intended function, or to perform as specified, warranted or guaranteed, but this Exclusion does not apply to consequent Personal Injury or Property Damage.
5. Liability arising out of any Insured Product (including any marketing advisory service in connection with any Insured Product) within North America where such Insured Product was to the knowledge of the Insured intended for sale or resale in North America.
6. Arising out of design, formula, specification, treatment or advice by or on behalf of the Insured unless in connection with an Insured Product

### Defective Workmanship

The Insurer will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of Personal Injury or Property Damage occurring after the completion and handing over of any work caused by or through or in connection with any defect or error in or omission from such work.

## Section – Statutory Legal Defence Costs

### **Indemnity Clause**

The Insurer shall indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of costs and expenses incurred with the consent of the Insurer:

1. in the defence of any prosecution of the Insured or any director or Employee for breach of any statute.

### **Specific Exclusions**

The Insurer will not indemnify the Insured under this Section for:

1. costs and expenses arising from the breach of any statute governing the ownership, use or licensing of motor vehicles, aircraft or watercraft
2. any fines or penalties punitive or exemplary damages imposed as a consequence of prosecution;
3. costs and expenses arising from a breach of a provision or regulation of the Competition Act No. 89 of 1998 (as amended) or any similar provision, Act or regulation or any Act passed in substitution thereof as may be in force in any jurisdiction or country in which the breach arose;
4. costs and expenses arising from a breach of the Companies Act No.61 of 2008 (as amended) or any similar provision, Act or regulation or any Act passed in substitution thereof as may be in force in the country of domicile of the Insured.

### **Specific Conditions**

1. any similar provision, Act or regulation or any Act passed in substitution thereof as may be in force in any jurisdiction or country in which the breach arose to this Section
2. The Limits of Indemnity are in excess of the Deductible applicable to this Section.

## Section – Incidental Medical Malpractice

### **Indemnity Clause**

Notwithstanding General Exclusion 5, the insurers will indemnify the Insured in accordance with the Application of Indemnity Clause and the limits of Indemnity Clause in respect of all sums which the insured shall become legally liable to pay in connection with any claim or claims arising from Personal injury caused by the rendering of or failure to render first aid by any certified medical first aider in your full time or part time service in an emergency situation.

### **Specific Exclusions:**

This Section does not cover liability arising out of:

1. any criminal act wilfully committed
2. services rendered by any person who, to the Insured's knowledge, is under the influence of intoxicants or narcotics
3. any dishonest or malicious act or omission of the Insured or of any person acting on behalf of the Insured.

## Section – Gratuitous Negligent Advice

### Indemnity Clause

Notwithstanding General Exclusion 5, the Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in connection with any claim or claims arising from Personal Injury and/or Property Damage for and/or arising out of any negligent advice, design, specification or professional advice by the insured not for a fee.

### Specific Exclusions

This Section does not cover liability:

1. Estimates  
arising out of any neglect, error or omission by the Insured in the estimation of probable costs
2. Finance/ Guarantees  
arising out of the procurement of:
  - a. Finance for any project
  - b. Contract guarantees or suppliers guarantees
3. Insolvency  
arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into any agreement with the Insured.
4. Warranty/Guarantee  
arising out of the giving by the Insured of any express warranty or guarantee which increases the extent of the Insured's liability.
5. Breach of Copyright  
arising out of breach of copyright or infringement of patent rights.
6. Property  
arising out of the ownership possession use or occupation of property (mobile or immobile) by or on behalf of the Insured. For the purpose of this Exclusion, mobile property shall include any vehicle, aircraft, unmanned aerial vehicle or waterborne vessel
7. Other Insurances  
arising out of any circumstance matter or thing indemnifiable under other Sections of this Policy
8. Other Services  
arising out of any advisory and administrative services in connection with assurance, insurance, provident funds and medical aid.
9. Reasonable Precautions  
arising out of the reckless disregard by the Insured's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim.
10. Dishonesty  
arising out of any claim brought about or contributed to by any actual or alleged dishonest fraudulent criminal or malicious act or omission of the Insured or the predecessors in the Business or of any person at any time employed by the Insured or such predecessors in business.

## Section – Pollution (Sudden and Accidental)

(If stated in the Schedule to be Included)

### Indemnity Clause

Notwithstanding General Exclusion 1, the Insurer will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay for Personal Injury and/or Property Damage arising out of the nature or condition of or in connection with any Pollution Condition in respect of:

1. the discharge dispersal release or escape of smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants into or upon land the atmosphere or any watercourse or body of water;
2. the cost of removing nullifying or cleaning up smoke vapours soot fumes acids alkalis toxic chemicals liquids or gases waste materials or other irritants contaminants or pollutants discharged dispersed released or escaped into or upon land the atmosphere or any watercourse or body of water; but only
3. where the Insured can prove all three of the following:
  - 3.1. that the discharge dispersal release or escape is accidental, sudden unintended and unexpected and arises in its entirety at specific time and place immediately follows and is caused by the puncturing splitting or other breach of or sudden escape from the container holder or other confining structure;
  - 3.2. that the discharge dispersal release or escape begins within the Period of Insurance;
  - 3.3. notwithstanding anything to the contrary in this Policy, the Insured's duties in the event of an Occurrence, claim or legal proceeding, or any other Policy Conditions, all claims made or legal proceedings commenced against the Insured under this coverage must be reported to the Insurers as soon as practicable but not later than 30 days after the termination of the Policy.

### Specific Exclusions

This Section does not cover liability: -

1. in respect of expenses for the prevention of any contamination or Pollution Condition as herein described
2. in the United States of America, Canada and Australia, their territories and possessions in respect of claims arising out of:
  - 2.1. pollution directly or indirectly caused by or contributed to by or arising from the discharge, dispersal, release or escape of smoke, vapours, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water;
  - 2.2. the cost of removing, monitoring, testing, containing, treating, detoxifying, neutralizing, nullifying or cleaning up smoke, vapours, soot, mould, fungus, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants contaminants or pollutants discharged, dispersed, released or escaped into or upon land, the atmosphere or any watercourse or body of water;
  - 2.3. fines, penalties, punitive, exemplary or multiple damages relating to the circumstances detailed in (2.1) and (2.2) above.
3. for any operation or premises of the Insured in the United States of America, Canada and/or Australia, their territories and possessions.
4. for any manual work carried out in the United States of America, Canada and/or Australia, their territories and possessions
5. any country or territory where:
  - 5.1. any government embargo or sanction prohibits the Insured from trading; or
  - 5.2. any government embargo or sanction prevents the Insurers from providing insurance; or
  - 5.3. legal proceedings are brought to enforce an award or judgement made in the places specified in 1, 2, 3, 4 and 5 (5.1) and (5.2) hereof whether by way of reciprocal agreement or otherwise.

## Optional Extensions

(If stated in the Schedule to be Included)

All Optional Extensions selected are subject to the General Terms, Conditions and Exclusions of the Policy.

### 1. Advertisers' Liability

#### Indemnity Clause

The Insured will be indemnified under this Section in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause for:

1. infringement of copyright or title or slogan,
2. piracy, unfair competition or idea misappropriation under any implied contract,
3. libel, slander, defamation,
4. any invasion or right of privacy,

committed or alleged to have been committed in any advertising, publicity, article, broadcast or telecast and arising out of the Insured's advertising activities.

#### Specific Exclusions

This insurance shall not apply to any liability arising from:

1. The failure of performance in terms of a contract but this exclusion does not apply to the unauthorised appropriation of ideas based upon a breach of an implied contract.
2. Infringement of trademark, service mark or trade name other than titles or slogans by use thereof in connection with goods, products or services sold, offered for sale or advertised.
3. Incorrect description or mistake in the advertised price of goods, services sold, offered for sale or advertised.
4. The failure of goods, products or services to conform to advertised quality or performance.
5. An offence committed by an Insured whose business is principally advertising, broadcasting, publishing or telecasting.
6. The amount of deductible to be borne by the Insured as stated in the Schedule.

The liability of the Insurer for all sum's payable under this Optional Extension in respect of any Claimant or number of Claims or Occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

## **2. Care Custody and Control**

### **Indemnity Clause**

In accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause and Notwithstanding Specific Exclusion 2 of Section - General & Tour Operator Liability:

The Insured will be indemnified for all sums that the Insured shall become legally liable to pay arising out of Property Damage to property in the care custody and control of the Insured:

Provided always that indemnity will not apply:

1. where any contract or agreement requires that insurance be effected by the Insured in respect of Property Damage to such property
2. to the Deductible stated in the Schedule
3. where indemnity is provided by any other insurance for the benefit of the Insured

The liability of the Insurer for all sum's payable under this Optional Extension in respect of any Claimant or number of Claims or Occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

### 3. Employer's Liability

#### Indemnity Clause

Notwithstanding Specific Exclusion 5 of Section - General & Tour Operator Liability, the Insurer will indemnify the Insured in accordance with the Application of Indemnity Clause and the Limits of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in consequence of Personal Injury to any Employee occurring in the course of his/her employment with the Insured.

The liability of the Insurer for all sum's payable under this Section in respect of any Claimant or number of Claims or Occurrence shall not exceed the Limit of Indemnity stated in the Schedule.

#### Specific Exclusions

This Section does not cover liability arising:

1. from asbestosis, silicosis, black lung, brown lung or mesothelioma, and or illness or disease resulting from occupational hazards;
2. out of liability assumed by the Insured by agreement unless such liability would have attached in the absence of such agreement;
3. from Personal Injury to any Employee whilst participating in illegal strike action, industrial action or labour unrest.
4. This Section does not cover any compensation or claim as falls within the scope of any legislation or regulation entitling an Employee (including a dependant of an Employee) to receive any benefit, allowance, pension or annuity. This Specific Exclusion shall apply notwithstanding that no insurance under such legislation or regulation be or has been in force or has been effected.
5. from claims made against the Insured by North American Employees
6. The amount of deductible to be borne by the Insured as stated in the Schedule.

#### Specific Extensions

1. Employee to Employee Extension

The indemnity provided in terms of this Section shall extend at the Insured's option and subject to the agreement of Insurer (which agreement shall not be unreasonably withheld) to any Employee in respect of his/her liability to any other Employee whilst acting within the scope of his/her employment with the Insured, provided always that:

- 1.1. such Employee shall, as if he/she were the Insured, observe, fulfil and be subject to the terms, Exclusions and Conditions of the Policy insofar as they can apply;
- 1.2. if at the time of any Occurrence or claim there is, or but for the existence of this Extension there would be, any other insurance or indemnity in favour of or effected by or on behalf of such Employee applicable to such occurrence or claim, the Insurer shall not be liable to indemnify the Employee in terms of this Extension.