

**AON SOUTH AFRICA (Pty) Ltd**

(Reg.No. 1978/004501/07 and FSP No. 20555)

**Professional Indemnity**

(including Fidelity Insurance, Misappropriation of Trust Funds  
and Public Liability)

**Accountants, Auditors & Financial Directors Scheme and who are  
members of the Institute of Account and Commerce (IAC)  
(IAC Master Policy)**

This is to certify that

**SHA RISK SPECIALISTS A DIVISION OF**

**SANTAM LIMITED  
(The “Insurers”)**

**(Reg. No.1918/001680/06 / FSP No. 3416 / VAT no. 4440102095)**

and in consideration of, and conditional upon, the payment of the Premium before the inception or renewal date as the case may be by or on behalf of the Insured and receipt thereof by or on behalf of the Insurers, the Insurers are hereby bound to insure in accordance with the terms, Exclusions, Conditions and limitations of this Policy. Insurers shall not be obliged to accept premium tendered after such date, but may do so upon such terms as the Insurers, in their sole discretion, may determine.

The Insurance Contract is conditional upon and will only come into effect following payment of the Premium by the Insured and the receipt thereof by or on behalf of the Insurers.

In granting cover to the Insured, the Insurer has relied upon the material statements and particulars in the proposal together with its attachments and other information supplied. These statements, attachments and information are the basis of cover and shall be considered incorporated and constituting part of this policy. If the Insurer becomes entitled to avoid this policy from inception or from the time of any variation in cover, the Insurer may at its discretion maintain this policy in full force but exclude the consequences of and any Claim relating to any matter which ought to have been disclosed before inception or any variation in cover.

**This policy wording applies separately to each individual member insured.**

**1. PREAMBLE**

The Insured having made a written proposal to Insurers and/or otherwise submitted particulars and statements constituting the risk profile, which proposal and/or risk profile shall form the basis of this insurance, the Insurers will indemnify the Insured in accordance with the terms, Exclusions, Conditions and limitations contained herein or endorsed hereon.

**2. INSURING CLAUSE**

The Insurers will indemnify the Insured against their legal liability to pay compensation (including claimants' costs, fees and expenses) in accordance with the law of any country but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of North America or Australia (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) as a result of any actual or alleged (other than by the Insured) negligent act, error or omission in the conduct of the Profession.

The indemnity granted herein applies only to claims first made against the Insured and notified to the Insurers during the Period of Insurance, subject to the provisions of Condition 7.2.

**3. DEFENCE COSTS (and ancillary claims costs)**

3.1 The Insured shall render at their own cost all such assistance as the Insurers may require in order to investigate defend or settle any claim and shall arrange to be available at their own cost for such interviews as may be required by the Insurers or any advisers or legal representatives appointed by the Insurers.

3.2 The Insurers will pay any expenses incurred by the Insured (excluding such costs mentioned in 3.1) in order to assist with the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured, provided such claim or claims are the subject of indemnity by this Policy and the Insurers prior written consent is obtained.

3.3 All costs, fees and expenses incurred by the Insurers or at their instance in the investigation defence or settlement of any claim made against the Insured and the costs of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any claim made or which might be made against the Insured shall be deemed to be costs, fees and expenses incurred by the Insured with the prior consent of the Insurers.

**4. LIMIT OF INDEMNITY**

4.1 The total liability of the Insurers, in terms of the Insuring Clause:-

- a) Per Claim or series of claims arising from one originating cause or source, including interest thereon, all claimants' costs, fees and expenses and Defence Costs;
  - b) in respect of all claims Per Policy Period;
- shall not exceed the Limit of Indemnity stated in the Certificate.

4.2 Where applicable, the Insurers will indemnify the Insured for any Value Added Tax (VAT) obligation that may be incurred in addition to the Limit of Indemnity.

4.3 Where the indemnity provided by this insurance is based on an each and every claim basis (Unlimited Per Policy Period) for IAC and on an aggregate basis per member, the liability of the Insurers for any claim or loss or number of claims or losses even if involving a number of claims against the Insured by different persons:-

- a) arising out of one occurrence;
  - b) consequent upon or attributable wholly or substantially to the same cause or source;
- shall not exceed the Per Claim Limit of Indemnity stated in the Certificate.

**5. DEFINITIONS**

For the purposes of this insurance:-

- 5.1 "Profession" shall mean all services performed or advice given by the Insured acting in connection with Administration, Accounting, Finance and Management and all activities sanctioned by IAC and as declared to and agreed by Insurers.
- 5.2 "The Insured" shall include:-
- the Company, Partnership, Close Corporation, Association or Person named in the Certificate and paid up members of IAC as declared and agreed by IAC (hereinafter referred to as the Insured);
  - any present (including appointments made during the Period of Insurance) or former Director, Partner, Member, Principal or "In-house" Consultant of the Insured;
  - any present or former employee of the Insured in respect of those activities that are conducted within the course and scope of that employees employment with the Insured;
  - any predecessors of the Insured but only to the extent that liability attaches to the Insured;
  - in the event of the death, incapacity, insolvency or bankruptcy of any person treated as the Insured (in respect of claims against such person) his estate, legal representatives and/or heirs.

"Documents" shall mean any Bonds, Debentures, Stock, Scrip, Share Transfers, Certificates, Coupons, Warrants, Promissory Notes, Bills of Exchange, Powers of Attorney, Title Deeds, Cheques, Bank or Treasury Notes, Allotment Letters, Letters of Acceptance, Straight Allotments, Transfer Receipts, Balance Receipts, Bankers Receipts, Call Letters, Mandates for the payment of Dividends or Interest, Grants of Probate, Letters of Administration, Letters of Executorship, Certificate Deeds, Death and Marriage Certificates or any other document of any kind which may affect the registration holding, transfer or transmission of Shares, Debentures or Debenture Stock or the appointment of Successors or Representatives of any of the holders of such Shares, Debentures or Debenture Stock.

- 5.4 "Deductible" shall mean that first amount of each and every claim to be borne by the Insured, it being understood and agreed that if any expenditure is incurred by the Insurers which, by virtue of the Deductible, is the responsibility of the Insured, then such expenditure shall be forthwith reimbursed by the Insured. The Deductible shall only be payable in respect of the damages portion of any claim indemnified under the Policy.

The Deductible shall apply Per Claim or series of claims arising from one originating cause or source.

- 5.5 "Environmental Impairment / Pollution" shall mean the emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smell, odours, humidity, fumes; smoke, soot or other airborne particulates; acids, alkalis, chemicals and waste; electromagnetic waves, noise, vibrations; other emission of effluent or noxious substances into or upon the soil, the atmosphere or any watercourse or body of water which changes the natural state or condition of the soil, the atmosphere or any watercourse or body of water other than by a sudden, accidental and identifiable event; the depositing or storing of effluent, noxious substances, nuclear material or nuclear waste and the breach of any legislation relating to the foregoing.
- 5.6 "North America" shall mean the United States of America (being the fifty states of the union plus the District of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.
- 5.7 "Product" shall mean any 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, but shall not mean food and drink supplied by or on behalf of the Insured primarily to the Insured's employees as a staff benefit.

**6(a) EXCLUSIONS**

The Insurers shall not be liable to indemnify the Insured in respect of claims:-

- arising out of the death of or bodily injury to or illness or disease sustained by any person under a contract of employment or apprenticeship with the Insured where such death, injury, illness or disease arises out of the execution of such contract;
- arising from breach of contract unless such breach is a breach or alleged breach of professional duty by the Insured or any other person upon whom the Insured has placed reliance;

3. made against the Insured or any officer of the Insured while acting in their capacity as a director or officer of any company;
4. arising out of any Product manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured;
5. brought about or contributed to by the dishonest, criminal or malicious act or omission committed by or on behalf of the Insured;
6. for dishonest or fraudulent acts or omissions committed by any person after the discovery in relation to that person of reasonable cause for suspicion of fraud or dishonesty;
7. made against the Insured by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in the Insured unless emanating directly from an independent third party;
8. in respect of which the Insured is entitled to indemnity under any other insurance, and this Policy shall not be called into contribution with such other insurance, except in respect of any excess beyond the amount payable under such insurance;
9.
  - a) arising from circumstances known to the Insured at the inception or renewal date of this Policy;
  - b) arising from any circumstances notified to the insurers of any other policy prior to the inception date hereof;
10. for fines, penalties, punitive, vindictive or exemplary damages;
11. arising out of the insolvency of the Insured;
12. in respect of any third party claim arising from or contributed to by depreciation (or failure to appreciate) in value of any investments, including securities, commodities, currencies, options and futures transactions, or as a result of any actual or alleged representation, guarantee or warranty provided by or on behalf of the Insured as to the performance of any such investments.

It is agreed, however, that this exclusion shall not apply to any loss due solely to negligence on the part of the Insured or employee of the insured in failing to effect a specific transaction in accordance with the specific prior instructions of a client of the Insured;

13. arising out of any act, error or omission, or such cause of any other risk indemnifiable under this Policy, committed or occurring prior to the Retroactive Date stated in the Certificate;
14. up to the amount of the Deductible;
15. arising from the conduct of the business in North America;
16. as a result of failure to effect or maintain insurance;
17. directly or indirectly due to actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose.
18. arising out of:-
  - a) any Environmental Impairment / Pollution.
  - b) any contravention of Pollution and / or Environmental Laws.
  - c) delays in projects requiring official regulatory Environmental approval.
19. arising out of any advice given on North American Law;
20. or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions 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.

21. arising out of:-
  - a) loss of money (including, but not limited to postal and money orders and Kruger Rands);
  - b) theft or forgery;
22. arising out of defamation;
23. arising out of, directly or indirectly or in any way in connection with or relating to the Insured acting as a paymaster or any other activities where the Insured has access to their client's bank accounts or transacting therefrom.
24. arising out of or in connection with any trading losses, trading debt or trading liabilities incurred by any practice or business managed by or carried on by the Insured in respect of Trading Debt.

For the purpose of this Exclusion, Trading Debt, trading loss or liability shall mean a debt incurred as a result of the undertaking of the Insured's business or trade.

Trading Debts, trading losses and trading liabilities, are not compensatory in nature and this policy deals only with claims for compensation.

This exclusion includes, but is not limited to:-

- a) a refund of any fee or disbursement charged by the Insured to a client;
- b) damages or compensation or payment calculated by reference to any fee or disbursement charged by the Insured to a client;
- c) payment of costs relating to a dispute about fees or disbursements charged by the Insured to a client; and/or
- d) d) any labour dispute or act of an administrative nature in the Insured's practice.

#### 6(b) **CYBER EXCLUSION**

This Policy does not cover liability for any of the following, notwithstanding any provision to the contrary within this Policy or any endorsement thereto and regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. any Cyber Loss;
2. any breach of security leading to the unlawful transmission, unlawful storage or other unlawful processing of or any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to any personal and/or confidential information on or by the Insured's Computer System or any Computer System for which the Insured is responsible; or
3. 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 damage or prevention of access to, loss, corruption, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

If Insurers allege that by reason of this General Exclusion, any liability is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

For the purpose of this General Exclusion:

1. Computer System shall mean any computer, hardware, software, information technology system, communications system, infrastructure, electronic media or device (including, but not limited to, smart phone, laptop, tablet, and wearable device), server, cloud or micro-controller 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.
2. Cyber Loss shall mean 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, and
  - 2.1 Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System, and
  - 2.2 Cyber Incident shall mean:
    - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or

- b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
3. Data shall mean information, facts, concepts, code, electronic data or any other information of any kind that is recorded or transmitted in a form to be read, used, accessed, processed, transmitted or stored by a Computer System.

6(c) **WAR / TERRORISM EXCLUSION**

The Insurers shall not be liable to indemnify the Insured in respect of claims directly or indirectly caused by, resulting from happening through or in connection with:-

- a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power;
- b) any action taken in controlling, preventing, suppressing or in any way relating to the excluded situations in a) above, including, but not limited to, confiscation, nationalization, damage to or destruction of property by or under the control of any Government or Public or Local Authority;
- c) any act of terrorism regardless of any other cause contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion, terrorism means an act of violence or any act dangerous to human life, tangible or intangible property or infrastructure with the intention or effect to influence any government or to put the public or any section of the public in fear.

In any action suit or other proceedings where the Insurer alleges that by reason of this Exclusion a loss is not covered by this insurance the burden of proving that such loss is covered shall be upon the Insured.

6(d) **NUCLEAR EXCLUSION**

This Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- a) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use 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 purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

6(e) **ASBESTOS EXCLUSION**

Notwithstanding any provision of this Policy including any Exclusion, exception or extension or other provision which would otherwise override an Exclusion, this Policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

6(f) **STATE CAPTURE EXCLUSION**

It is hereby understood and agreed that the 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 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 favoritism, 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.



**6(g) COVID-19 / INFECTIOUS DISEASE EXCLUSION**

Notwithstanding anything to the contrary in this Policy, this Policy does not provide any indemnity whatsoever for any claim, loss, liability, damage, cost, expense, judgement or award of any kind whatsoever which is or is alleged to be directly or indirectly caused by, based upon, contributed to, arising from or is in any way, directly or indirectly related to:

1. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any variant or mutation of such virus; and/or
2. Coronavirus disease (COVID-19) or any variant or mutation of such disease; and/or
3. Any **Infectious or Communicable Disease** (whether asymptomatic or not), virus, bacterium, parasite and/or microorganism; and/or
4. Any epidemic, pandemic or health emergency declared or classified as such by the World Health Organization or any national, regional or local governmental authority; and/or
5. Any fear or threat of 1, 2, 3, or 4 above, whether actual or perceived.

For the purposes of this exclusion an **Infectious or Communicable Disease** is any infection or disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variant or mutation thereof, whether deemed living or not, and
- b. 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
- c. the infection, disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of any property.

If the Insurers allege that, by reason of this exclusion, this Policy does not provide any indemnity, the burden of proving the contrary shall rest upon the Insured.

All other terms, Conditions and Exclusions of this Policy remain of full force and effect.

**7. CONDITIONS**

Conditions 7.1 to 7.7 are Conditions precedent to the liability of the Insurers to provide indemnity under this Policy.

1. Premium is payable on or before the inception date or renewal date or installment date as the case may be. The Insurer shall not be obliged to accept premium tendered to them more than 15 days after such date but may do so upon such terms as they in their sole discretion may determine.
2. The Insured shall give written notice to the Insurers as soon as practicable of any claim made against the Insured (or of any specific event or circumstance which may give rise to a claim being made against the Insured) and which forms the subject of indemnity under this Policy and shall give all such additional information as the Insurers require. Every claim, writ, summons or process and all documents relating to the claim, event or circumstance shall be forwarded to the Insurers immediately they are received by the Insured.

If the Insured notifies the Insurers during the Period of Insurance of any event or circumstance which the Insurers accept may give rise to a claim being made against the Insured, then such claim shall for the purpose of this Policy be treated as having been first made against the Insured during the Period of Insurance.

This policy will allow the Insured the opportunity to notify Insurers of claims made against them or circumstances that may give rise to claims being made against them for up to 30 days after expiry of this insurance provided that the Insured first became aware of the claim or circumstance prior to expiry.

3. The Insured shall at all times maintain accurate descriptive records of all professional services which records shall be made available for inspection and use by the Insurers or their duly appointed representatives insofar as they pertain to any claim under this Policy.

4. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers who, if they so wish, shall be entitled to take over and conduct, in the name of the Insured, the defence or settlement of any claim or to prosecute, in the name of the Insured, 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 and the Insured shall give all such information and assistance as the Insurers may require.
5. The Insured shall give notice as soon as reasonably possible of any fact, event or circumstance which materially changes the information supplied to the Insurers at the time when this Policy was effected and the Insurers may amend the terms of this Policy according to the materiality of such change.

Whilst this insurance shall remain fully operative in the event of a change in the constitution of the Insured, notice shall be given as soon as reasonably possible of any change in the Principals, Partners, Members or Directors or in the legal constitution of the Insured and the Insured shall supply such further information as the Insurers may require for reassessment of the risk.

6. The interpretation and enforcement of the terms, Conditions and Exclusions of this Policy (and any phrase or word contained herein) shall be in accordance with the law of the Republic of South Africa whose courts shall have jurisdiction to the exclusion of the courts of any other country.

All disputes or differences concerning the construction or interpretation of the provisions of this Policy, whether arising before or after termination of this Policy, may be submitted for an independent opinion by a Senior Attorney and/or Senior Counsel to be mutually agreed by the Insurer and the Insured. Failing such agreement, then by such person as nominated by the Chair of the applicable Bar Council. The costs incurred in so submitting the matter shall be shared equally by the Insured and Insurers.

7. The Policy and Certificate shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or Certificate shall bear such meaning wherever it may appear.
8. The Insurers may at any time pay to the Insured in connection with any claim or series of claims under this Policy to which the Limit of Indemnity applies the amount of such limit (after deduction of any amounts already paid) or any lesser amount for which such claim or claims can be settled and upon such payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claim or claims notwithstanding the fact that the Insured has been only partially reimbursed for their loss due to the amount of any deductible payable in terms hereof.
9. Where this Policy has been extended to include dishonest acts or omissions of any person treated as the Insured, in respect of claims arising from such dishonesty, the Insured shall take all possible action to sue for and obtain reimbursement from such person and any money or other property held by the Insured which, but for such dishonesty, would be due to such person shall, to the extent allowable in law, be deducted from the Insured's loss.
10. All recoveries made in respect of any claim under this Policy shall be applied (after deduction of the costs, fees and expenses incurred in obtaining such recovery) in the following order of priority:-
  - a) the Insured shall first be reimbursed for the amount by which their liability in respect of such claim exceeded the amount of indemnity provided by the Policy;
  - b) the Insurers shall then be reimbursed for the amount of their liability under the Policy in respect of such claim;
  - c) any remaining amount shall be applied towards the amount of the Deductible borne by the Insured in respect of such claim.
11. Where the Premium is provisionally based on the Insured's estimates, the Insured shall keep accurate records and after expiry of the Period of Insurance, shall declare as soon as possible such details as the Insurers may require. The Premium shall then be adjusted and any difference paid by or allowed to the Insured, as the case may be, subject to any minimum Premium that may apply. Unless otherwise stated the Premium shown in the Certificate shall be the Minimum Premium.
12. If indemnity is sought under this Policy by any fraudulent means:-
  - a) all benefit in respect of such claim shall be forfeited;
  - b) Insurers may cancel the Policy with immediate effect by notice in writing to the last known address of the Insured.



13. If the Limit of Indemnity is increased during the Period of Insurance, the liability of the Insurers in respect of claims made against the Insured or for circumstances notified, or which should have been notified, to the Insurers prior to such increase, shall not exceed the Limit of Indemnity applicable prior to such increase.
14. 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.
15. It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body / Association in terms of legislation as applicable.
16. Whenever this Policy provides notice to be given to the Insurers such notice shall be given to:-

**AON SOUTH AFRICA (PTY) LTD**

THE PLACE  
1 SANDTON DRIVE  
SANDHURST  
SOUTH AFRICA  
SANDTON  
2196

P.O. BOX 1874  
PARKLANDS  
2121

TELEPHONE: (+27 11) 944 7512

FACSIMILE: (+27) 086 639 2704

AND/OR

**SHA RISK SPECIALISTS A DIVISION OF SANTAM LTD**

THE PAVILION  
THE WANDERERS OFFICE PARK  
52 CORLETT DRIVE  
ILLOVO  
2196  
TELEPHONE: (+27 11) 731-3600

P.O. BOX 55347  
NORTHLANDS  
2116  
JOHANNESBURG  
SOUTH AFRICA

**8. EXTENSIONS**

Provided always that the total liability of the Insurers is not increased beyond that which would have applied in their absence, the following Extension, if stated in the Certificate to apply, shall unless specifically varied herein:-

- a) be subject to the relevant Indemnity Limits and Deductibles stated in the Certificate to apply to the Extensions;
- b) be subject otherwise to the terms, Exclusions, Conditions and Limits of this Policy.

**1. SUB-CONTRACTED DUTIES (automatically included)**

This Insurance extends to indemnify the Insured in respect of the professional activities and duties necessary to carry out the Business/Profession, sub-contracted and/or sub-let by the Insured, provided always that:-

- a) such activities and duties shall only be sub-contracted and/or sub-let to suitably qualified firms, persons or parties;
- b) the Insured shall at all times retain all rights of recourse against such firms, persons or parties and will give all reasonable assistance to the Insurers in effecting such rights.

**2. LIABILITY FOLLOWING EMPLOYEE DISHONESTY (only applicable if included on the Certificate)**

Notwithstanding anything to the contrary contained in this Policy, the indemnity granted by this Policy extends, in accordance with the Insuring Clause, to include claims arising out of any dishonest, fraudulent or malicious act or omission of any Employee (not being a Director, Partner or Principal) of the Insured, provided always that:-

- a) the Insurers shall not be liable to indemnify the Insured in respect of claims arising out of the dishonest, fraudulent or malicious act or omission of any Employee after the discovery or reasonable suspicion of any such act or omission on the part of the same Employee which has given or may give rise to a claim under this Extension;
- b) any claim under this Extension arising out of the collusion of two or more Employees shall be deemed to be one claim;

- c) no indemnity shall be granted in respect of losses which are insured or insurable under a fidelity guarantee policy of insurance.
- d) no indemnity shall be granted in respect of losses which are insured or insurable under a misappropriation of trust funds or trust property policy of insurance.

3. **JOINT VENTURE AND/OR CONSORTIUM AGREEMENTS (only applicable if included on the Certificate)**

Insurers agree that the Indemnity provided under this Policy shall extend to include any and all liability of the Insured, including defence and investigation costs, arising out of any Joint Venture Agreements and/or Consortium Agreements the Insured may enter into with any other party or parties or any entity formed as a result of such Joint Venture Agreements and/or Consortium Agreements, provided always that:

- a) No separate indemnity, other than that provided for under this policy, has been arranged for the benefit of the Insured under the Joint Venture Agreements and/or Consortium Agreements
- b) Insurers shall be entitled to exercise any rights of recourse in respect of loss indemnified hereunder which rights vest in the Insured by virtue of the Joint Venture Agreements and/or Consortium Agreements.

4. **DEFAMATION (only applicable if included on the Certificate)**

Notwithstanding anything to the contrary contained herein, Exclusion 6(a) 23 is deleted and the indemnity granted by this policy extends to include claims arising out of Defamation by the Insured.

5. **CRIMINAL AND STATUTORY DEFENCE COSTS (only applicable if included on the Certificate)**

Notwithstanding anything to the contrary contained in this Policy, the Insurers will indemnify the Insured in respect of legal costs, fees and expenses incurred with the consent of the Insurers in the defence of any criminal action brought against the Insured during the Period of Insurance as a result of the alleged contravention of any Statute governing the conduct of the business (other than Statutes governing the ownership or use of motor vehicles, the Labour Relations Act No.66 of 1995 or the Companies Act No. 61 of 1973 ) and as read in conjunction with the Criminal Procedure Act No. 56 of 1955.

Provided always that:-

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

6. **WRONGFUL ARREST (only applicable if included on the Certificate)**

Notwithstanding anything contained herein to the contrary, the Insurers will indemnify the Insured under Section Two in respect of claims arising out of Wrongful Arrest (as hereinafter defined) committed or alleged (other than by the Insured) to have been committed by the Insured in the course of the Business

Provided always that:-

- a) for the purposes of this Extension, the terms "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 person under arrest before such person 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;
  - iii) wrongful discharge of any employee.
- b) no indemnity shall be granted in respect of claims:-
  - i) made against the Insured by any person or persons other than those being or having been or alleged to have been arrested or under arrest, or their personal representatives;
  - ii) made against the Insured by any Director, Partner or employee of the Insured, or their personal representatives;

- iii) 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.

#### 7. **FEE RECOVERY**

The indemnity granted by this Insurance extends to cover legal costs, fees and expenses incurred by the Insured in connection with legal proceedings instituted by the Insured during the Period of Insurance for the recovery of professional fees due to the Insured, subject to the following conditions:-

- a) Prior to instituting any proceedings;
  - i) the Insured must inform Insurers of their intention to institute such proceedings;
  - ii) Insurers must be advised by their Legal Advisers that:-
    - the legal merits of the claim and the prospects of a meaningful recovery are such that the envisaged proceedings would be feasible; and
    - there is a reasonable probability that a counter claim could be instituted, in terms of the Insuring Clause of the Policy, by the party against whom the Insured is instituting such legal proceedings, arising from work undertaken.
- b) Limit of liability, as reflected on the Certificate.

#### 8. **LOSS OF DOCUMENTS (only applicable if included on the Certificate)**

Notwithstanding anything to the contrary contained in this Policy, the indemnity granted by this Policy extends to include all costs and expenses incurred by the Insured with the written consent of the Underwriters in the replacement or restoration of any Documents following loss or damage to such Documents discovered during the Period of Insurance.

For the purposes of this Extension, the total liability of the Insurers in respect of all claims hereunder during the Period of Insurance shall not exceed the Limit of Indemnity stated in the Certificate

#### 9. **MITIGATION EXPENSES**

Notwithstanding anything contained in this Policy to the contrary, the Insured shall be permitted to incur costs whether by cash payment or goods and/or services supplied (hereinafter referred to as Expenses) following an event which may be the subject of a claim hereunder provided that:-

- 1. the Insured shall not increase his potential legal liability arising from the event;
- 2. the Insurers will only reimburse such Expenses:-
  - 2.1 following satisfactory evidence that the event from which liability flows is indemnifiable in terms of the cover provided by this Section
  - 2.2 following 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 amounts so paid
  - 2.3 if the Insured secures a full discharge of all and/or any liabilities arising from the event had such Expenses not be incurred or can prove to the satisfaction of the Insurers that in all circumstances obtaining such discharge was likely to provoke a claim hereunder.
  - 2.4 which exceed the amount to be borne by the Insured, if any, applicable to the event from which liability could have arisen

Nothing in this Extension shall relieve the Insured from the obligation to comply with the provisions of General Condition 7.2.

#### 10. **CLAIMS PREPARATION COSTS (only applicable if included on the Certificate)**

The Insurance by this Policy is extended to include costs and expenses reasonably incurred by the Insured in producing and certifying any particulars or details required by the Insurers in terms of General Condition 7.2 or to substantiate the amount of any claim, provided that the liability of the Insurers for such costs in respect of any one claim any one period of insurance, shall not exceed the amount stated on the Policy Certificate in respect of Claims Preparation Costs.

11. **COURT ATTENDANCE COSTS (only applicable if included on the Certificate)**  
In the event of any partner, principal, director or employee (or any former partner, principal, director or employee) of the Insured being required by legal advisers acting on behalf of the Insured, with the consent of the Insurers, to attend court or a commission of enquiry in connection with any matter notified to the Insurers in accordance with General Conditions 7.4, 7.5 and 7.6, the Insurers will pay R 2,500 per day or part thereof in respect of such attendance/s, but not exceeding a total of R 25,000 per person.
12. **BREACH OF CONFIDENTIALITY (only applicable if included on the Certificate)**  
The Insurers will indemnify the Insured for any claim or claims first made against the Insured during the Period of Insurance arising from unintentional breach of confidentiality
13. **BREACH OF COPYRIGHT / INTELLECTUAL PROPERTY RIGHT (only applicable if included on the Certificate)**  
The Insurers will indemnify the Insured for any claim or claims first made against the Insured during the Period of Insurance by reason of any inadvertent disclosure of the confidential information, or any inadvertent infringement of any patent or copyright or the inadvertent unauthorized use or inadvertent infringement of the systems or designs of others.
14. **CYBER LIABILITY / PRIVACY AND NETWORK SECURITY BREACH NOTIFICATION EXPENSES (only applicable if included on the Certificate)**  
Notwithstanding Exclusion 6(b), this Policy extends to indemnify the Insured for direct financial loss sustained by the Insured subsequent to the Retroactive Date and prior to termination of the Policy and discovered by the Insured during the Period of Insurance.

**Insuring Clause** (for the purpose of the Fidelity and Computer Crime Extension)

- A. by reason of and directly caused by one or more dishonest or fraudulent acts of any of the Employees of the Insured, wherever committed and whether committed alone or in collusion with others, including loss of Property through any such acts of any such Employees;

Notwithstanding the foregoing, it is agreed that concerning Loans or Trading, this Insuring Clause covers only those dishonest or fraudulent acts of any of the Employees of the Insured committed for improper personal financial gain. Salaries, fees, commissions and other emoluments earned during the normal course of business shall not constitute an improper personal financial gain.

- B. by reason of:-

1. theft of any Property by Computer Fraud;
2. the theft of funds from the Insured's Transfer Account at a Financial Institution through Fraudulent Transfer Instructions communicated to such Financial Institutions;

Provided that (provisos to A and B):-

- a) the liability of the Insurers for all losses resulting from fraud or dishonesty of any one Employee or any number of Employees acting in collusion shall not exceed the Limit of Liability stated in the Schedule;
- b) all acts committed by any one person or Employee or in which such person or Employee is involved or implicated will be considered one occurrence;
- c) renewal of this insurance from period to period or any extension of any period of Insurance shall not have the effect of accumulating or increasing the liability of the Insurers beyond the Limit of Liability stated in the Schedule.

**Definitions** (for the purpose of the Fidelity and Computer Crime Extension) -

1. "Employee" shall mean:-
  - a) any person while employed under a contract of service with or without an apprenticeship to the Insured including any director or partner, of the Insured;
  - b) any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of work in the course of the business of the Insured.

2. "Loans or Trading" shall mean:-
  - (i) "Loans"
    - a) any loan transaction in the nature of or amounting to a loan or a lease or extension of credit, made by or obtained by or from the Insured;
    - b) payments made or withdrawals from any customers account involving items, which are not finally paid for any reason;
    - c) any note, account, agreement or other evidence of debt, assigned or sold by or to, or discounted or otherwise acquired by the Insured.
  - (ii) "Trading" shall mean trading or other dealings in securities, commodities, futures, options, foreign or federal funds, currencies, foreign exchange and the like.
3. "Computer Fraud" shall mean:-

the wrongful conversion of assets under the direct or indirect control of a computer system by means of:-

  - a) the fraudulent accessing of such computer system;
  - b) the insertion of fraudulent data or instructions into such computer system;
  - c) the fraudulent alteration of data, programmes or routines in such computer system.
4. "Fraudulent Transfer Instructions" shall mean:-
  - a) fraudulent electronic, telegraphic, cable, teletype or telephone instructions to a Financial Institution to debit a Transfer Account and to transfer, pay or deliver funds from such account, which instructions purport to have been transmitted by the Insured or by a person duly authorised by the Insured to issue such instructions but which have been fraudulently transmitted by another;
  - b) fraudulent written instructions to a Financial Institution to debit a Transfer Account and to transfer, pay or deliver funds from such account through an electronic funds transfer system at specified times or under specified conditions, which written instructions purport to have been duly issued by the Insured but which have been fraudulently issued, forged or altered by another.
5. "Financial Institution" shall mean:-
  - a) a banking, savings or thrift institution;
  - b) a stockbroker, mutual fund, liquid assets fund or similar investment institution at which the Insured maintains a Transfer Account.
6. "Property" shall mean cash (i.e. currency, coins and bank notes) bullion, precious metals of all kinds and in whatsoever form and articles made therefrom, gems (including uncut gem stones), precious and semiprecious stones, certificates of stock, bonds, coupons and all other types of securities, bills of lading, warehouse receipts, cheques, bills of exchange, acceptances, drafts, certificates of deposit, letters of credit, promissory notes, money orders, orders upon public treasuries, stamps, insurance policies, title deeds, certificates of title and all other negotiable and non-negotiable instruments or contracts representing money or other property (real or personal) or interests therein and other valuable papers, including books of accounts and other records (but excluding records recorded electronically) used by the Insured in the conduct of their business or any other tangible property which has intrinsic value in which the Insured has an interest or which are held by the Insured for any purpose or in any capacity and whether so held gratuitously or otherwise and whether the Insured is legally liable therefore or not.
7. "Transfer Account" shall mean an account, maintained by the Insured at a Financial Institution from which the Insured or the Insured's authorised representatives may cause the transfer, payment or delivery of funds:-
  - a) by means of electronic, telegraphic, cable, teletype or telephone instructions (communicated directly or through a cash management service or funds transfer system);
  - b) by means of written instructions establishing the conditions under which such transfers are to be initiated by such Financial Institution through an electronic funds transfer system.

8. "Theft" shall mean the intentional and unlawful taking of insured Property to the deprivation of the Insured.
9. "Deductible" shall mean the first amount stated numerically in the Schedule for which Insurers are not liable to indemnify the Insured in respect of each and every discovery of one or more acts of fraud or dishonesty and each and every discovery of one or more thefts subject to proviso 2 to Insuring Clause A and B relating to this Section.

**Exclusions** (for the purpose of the Fidelity and Computer Crime Extension) -

The Insurers shall not be liable for loss, damage, cost or expense resulting from or in consequence of or contributed to by:-

1. Fraud and dishonesty:-
  - 1.1 any fraud or dishonesty committed by an Employee after the Insured shall have become aware that such Employee has committed any fraud or dishonesty;
  - 1.2 fraud or dishonesty discovered by the Insured and notified to the Insurers on any other Policy of Insurance effected prior to the inception of this Extension;
  - 1.3 fraud or dishonesty discovered by the Insured prior to the inception hereof and not disclosed to Insurers at inception.
2. loss of computer time or use;
3. unintentional errors or omissions by any Employee of the Insured;
4. the voluntary giving or surrendering of Property in a purchase or exchange whether legitimate or fraudulent;
5. loss of proprietary information, trade secrets, confidential processing methods or other confidential information of any kind;
6. loss resulting directly or indirectly from trading or other dealings including but not limited to transactions involving the purchase, sale or exchange of securities, commodities, currencies, foreign exchange, foreign funds, futures, options and the like, whether conducted or effected by any dishonest or fraudulent act or otherwise, with or without the knowledge of the Insured, in the name of the Insured or otherwise, whether or not represented by any indebtedness or balance shown to be due by the Insured on any customer's account, actual or fictitious and notwithstanding any act or omission on the part of any Employee in connection with any account relating to such trading, indebtedness or balance, except when covered under Insuring Clause A of this Section;
7. any employment related wrongful acts;
8. any pension, profit sharing or employee benefit or welfare programme or share option, share incentive scheme or trust established in whole or in part for the benefit of any Employee of the Insured;

**Conditions** (for the purpose of the Fidelity and Computer Crime Extension) -

1. In the case of recovery on account of any loss covered under this Extension the amount recovered, after deducting the actual cost of obtaining or making such recovery but excluding the Insured's own labour and/or establishment costs, shall be applied in the following order:
  - 1.1 to reimburse the Insured in full for the part, if any, of such loss which exceeds the amount of indemnity provided by this Extension (disregarding the amount of any first amount payable or deductible applicable);
  - 1.2 the balance, if any, or the entire net recovery if no part of such loss exceeds the amount of indemnity provided by this Extension, to reduction of that part of the indemnity provided by this Extension, or if payment thereof shall have been made, to the reimbursement of the Insurers;



- 1.3 finally, to the part of such loss sustained by the Insured by reason of any deductible as specified in the Schedule and to that part of such loss covered by any policy(ies) of Insurance of which this Extension is in excess.
2. Misrepresentation, misdescription or non-disclosure in any material particular shall render this Extension voidable, insofar as this Extension may be affected by such misrepresentation, misdescription or non-disclosure.
3. If other valid and collectable insurance with any other Insurer is available to the Insured covering a loss also covered by this Extension, other than insurance that is specifically stated to be in excess of this Extension:-
  - 3.1 the insurance afforded by this Extension shall be in excess of, and shall not contribute with, such other insurance;
  - 3.2 nothing herein shall be construed to make this Extension subject to the terms, conditions and limitations of such other insurance;
  - 3.3 if the amount recoverable in terms of such other insurance be:
    - 3.1 less than the Deductible applicable to this insurance, the Insured shall bear the balance of such Deductible;
    - 3.2 equal to or greater than such Deductible, the Insurers' Liability shall be limited to the difference between the Limit of Liability herein and such amount.
4. Upon discovery of any event, which may result in a loss under this Extension, the Insured shall, at their own expense:-
  - 4.1
    - a) give notice thereof to the Insurers as soon as reasonably possible and
    - b) as soon as practicable after the event, submit to the Insurers full details in writing of any claim and
    - c) provide particulars of any other insurance covering such events as are hereby insured;
  - 4.2 as soon as practicable after the event, inform the police and take all practicable steps to discover the guilty party and to recover the stolen or lost property;
  - 4.3 give the Insurers such proofs, information and sworn declarations as the Insurers may require and forward to the Insurers immediately any notice of claims or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.
5. The Insured shall, at the expense of the Insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be or would become subrogated upon indemnification of the Insured, whether such things shall be required before or after such indemnification.
6. Unless otherwise provided, nothing in this Extension shall give any rights to any person other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give any rights of claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Insurers.
7. The Insurance afforded under Insuring Clause B 1 and 2 of this Section does not inure directly or indirectly to the benefit of any Financial Institution (other than the Insured) or to any electronic funds transfer system or electronic data processor and any coverage hereunder shall be specifically excess of any indemnity from or insurance taken for the benefit of customers or any of the aforesaid.

**Memoranda** (for the purpose of the Fidelity and Computer Crime Extension) -

1. in the event of the discovery by the Insured of any loss involving theft, the Insured may, notwithstanding anything to the contrary contained in paragraph 3.2) of Condition 3, refrain from reporting the matter to the police, but shall do so immediately should the Insurers require such action to be taken.

2. it is understood and agreed that knowledge in respect of any fraud or dishonesty which may have been committed by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Extension.

15. **PUBLIC LIABILITY (only applicable if included on the Certificate)**

1. **INDEMNITY**

The Insurers will indemnify the Insured under this Section against their legal liability for claims arising out of:

- a) accidental death, bodily injury, illness or disease of or to any person;
- b) accidental loss of possession or control of or actual damage to property; arising out of and in the course of the Business.

2. **EXCLUSIONS**

This Section does not cover liability for claims arising out of:-

1. The ownership, possession or use by or on behalf of the Insured of any motor Vehicle or trailer for which compulsory insurance is required by legislation, other than claims:-
  - a) caused by the use of any tool or plant forming part of or attached to or used in connection with any motor Vehicle or trailer;
  - b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any motor Vehicle or trailer;
  - c) arising out of any motor vehicle or trailer temporarily in the Insured's custody or control for the purpose of parking;
2. Liability for which compulsory insurance is required by legislation governing the use of any motor Vehicle or trailer;
3. The ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft;
4. Damage to property owned, leased or hired or under hire purchase or on loan to the Insured or otherwise in the Insured's care custody or control other than:-
  - a) premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is or has been working and which arises out of such work);
  - b) employees' and visitors' clothing and personal effects;
  - c) premises tenanted by the Insured (but only to the extent that the Insured would be held liable in the absence of any specific agreement);
5. arising out of:-
  - a) any Environmental Impairment / Pollution.
  - b) any contravention of Pollution and / or Environmental Laws.
  - c) delays in projects requiring official regulatory Environmental approval.

3. **SPECIAL PROVISIONS**

1. **INDEMNITY TO OTHERS**

The indemnity granted by this Section extends to:-

- a) any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement and subject always to Exclusion 9.2.4(c) and General Exclusion 6(a)7;
- b) officials of the Insured in their business capacity arising out of the performance of the Business or in their private capacity arising out of their temporary engagement of the Insured's employees;

- c) the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting and welfare organisations in their respective capacities as such;
- d) the personal representatives of the estate of any person who would otherwise be indemnified by this Policy, but only in respect of liability incurred by such person.

Provided always that such persons or parties shall observe, fulfil, and be subject to the terms, Exclusions, Conditions and limitations of this Policy as though they were the Insured.

## 2. **CROSS LIABILITIES**

Each person or party indemnified is separately indemnified in respect of claims made against any of them by any other, subject to the total liability of the Insurers not exceeding the stated Limit of Liability.

## 3. **POLLUTION**

In respect of claims arising out of Pollution the Limit of Indemnity represents the total amount of the Insurers' liability in respect of all claims made during the Period of Insurance.

## 16. **FIDELITY GUARANTEE (only applicable if included on the Certificate)**

Notwithstanding Exclusion 6(b):-

- i) The Insurers will indemnify the Insured against loss of, or damage to property or money (or any other direct pecuniary loss) belonging to the Insured as a result of fraud or dishonesty committed during the Period of Insurance by any Director, Partner, Principal or Employee of the Insured, manifesting an intention to make and actually achieving improper personal financial gain, and discovered by the Insured during the Period of Insurance or within twelve months of the termination thereof.
- ii) For the purposes of this Extension:-
  - a) "Insured" means the Insured as described in the Certificate;
  - b) "Employee" means any person:-
    - i) who is employed under a contract of service with the Insured,
    - ii) any person whilst hired or seconded from any other party into the service of the Insured,
    - iii) any person who is subject at all times to the Insured's right to govern, control and direct the performance of his work in the Practice.
- iii)
  1. The Insurers' liability for all losses resulting from fraud or dishonesty of any one Director, Partner, Principal or Employee of the Insured acting alone or in collusion, shall not exceed the relevant Limit of Liability specified in the Certificate.
  2. Renewal of this Policy from period to period or the extension of any Period of Insurance shall not result in the aggregation or accumulation of the Limits of Liability applicable to particular Periods of Insurance, nor increase the Insurers' liability in respect of any one Director, Partner, Principal or Employee of the Insured or any number of Director, Partner, Principal or Employee of the Insured acting in collusion, or in any other manner.
  3. The Insured shall institute and/or maintain in every material manner all such systems of check and control, accounting and clerical procedures and methods of conducting their practice as has been represented to the Insurers.
  4. On the discovery of any event which may result in a claim, the Insured shall at their own expense, as soon as practicable, take all reasonable steps to discover the guilty party and to recover the stolen or lost property. The Police shall be notified forthwith, unless the Insurers agree in writing that notification may be delayed or dispensed with.
  5. The Insured shall at the expense of the Insurers do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers would become subrogated upon indemnification of the Insured, whether such things be required before or after such indemnification.
  6. The Insurers' liability for all losses shall only be for the balance of liability in excess of the amounts recoverable from the dishonest or fraudulent person or persons or their estates or legal representatives.

- iv) No indemnity shall be granted:-
  - a) in respect of claims which are incurred or insurable under Section Two (a);
  - b) to any Director, Partner, Principal or Employee in consequence of whose misappropriation the claim arises.

**17. MISAPPROPRIATION OF TRUST FUNDS (only applicable if included on the Certificate)**

The Insurers will indemnify the Insured in respect of claims for the reimbursement and/or replacement of money and/or other property held in trust where such claims arise out of the theft, unauthorised borrowing or misappropriation of such money and/or property by any present (including appointments made during the Period of Insurance) or former Principal, Partner, Director, Employee or "in-house" Consultant of the Insured or of the predecessors in the practice.

Provided always that:-

- a) not more than one claim shall be made in respect of the same person or in respect of any loss where two or more persons have acted in collusion;
- b) the Insurers shall not be liable to indemnify the Insured in respect of claims arising out of the investment or handling of funds by the Insured in contravention of the Banks Act (Act No. 94 of 1990) or any amendments thereto or in contravention of any similar Act in any country where the loss occurs.

**18. EXTENDED REPORTING PERIOD (Only applicable to Claims Made Sections)**

At the option of the Insured and subject to all the terms, Exclusions and Conditions of this Policy, the Insurers agree to extend the period during which the Insured may report an event in terms of General Condition 7.5 for a period of 24 months (hereinafter referred to as Extended Reporting Period).

provided that:-

- a) this option may only be exercised in the event of the Insurers cancelling or refusing to renew this Policy;
- b) this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal;
- c) once exercised, the option cannot be cancelled by either the Insured or the Insurers;
- d) the Insured has not obtained insurance equal in scope and cover to this Policy as expiring;
- e) the Insurers shall only be liable for Occurrences after the Retroactive Date but prior to date of cancellation or non-renewal;
- f) 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;
- g) the total amount payable by the Insurers 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.