



JVC Insurance Brokers (PTY) Ltd
Financial Services Provider Licence No. 17238
Johannesburg



Santam Insurance Company Limited
Financial Services Provider Licence No. 3416
Cape Town

Confirmation of Cover

Date Printed : 19/03/2020
Policy Holder : Silver Shelf Marketing (PTY) Ltd and Futura Wethu (PTY) Ltd and their subsidiary companies named in the list lodged with the company
Co Reg No : 2001/005760/07
Postal Address : P.O. Box 6556 DUNSWART BENONI 1508
Physical Address : 97 Kirschner Road ANDERBOLT BOKSBURG 1459
Policy Number : MMIII-M-1606-0000448
Date Of Policy Inception : 01-Mar-2017
Endorsement Effective Date : 01-Mar-2020
Date Of Review : 01-Mar-2021
Insurer : Santam Insurance Company Limited
Brokerage : JVC Insurance Brokers (PTY) Ltd
Tel No : 011 475 9250
Policy Type : Monthly
Territorial Limits : All premises as stated in each section owned or occupied or used by the insured for the purposes of the business all situated in the area which on 1st January 1976 constituted the Republic of South Africa, Namibia, Lesotho, Swaziland, Botswana, Zimbabwe and Malawi.

PUBLIC LIABILITY

C000001631 PUBLIC LIABILITY CLAUSE

(Amendment to wording effective 1 April 2011)

The wording for the Public Liability (Claims made or Losses Occurring) section of this policy is replaced in its entirety with effect from 1 April 2011.

The intention of this change is to provide your business with wider cover than that currently provided under the Public Liability section. If at any point a claim arises that would have been payable under the previous wording, that is subsequently excluded under this replacement wording, the claim will be dealt with in a manner that is in favor of the Insured, but only to the extent that the replaced wording would have provided cover.

The main changes to the wording are as follows:

- 1) The word "accidental" is removed from the Defined events
- 2) Specific exception 8 (RSA jurisdiction clause) is deleted and replaced by the following:
Damages in respect of judgements, award or settlement made within the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part). For the purpose of this specific exception "Damages" shall be deemed to include costs and expenses of litigation recovered by any claimant from the insured.
- 3) The following specific exceptions are added:
 - Deliberate and Intentional Acts
Liability consequent upon injury or damage deliberately, consciously and intentionally caused by the insured's management
 - Unlawful Competition
Any claim or claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, 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.
- 4) The products liability extension and Defective workmanship extensions shall be combined into a single Products liability extension.
For the sake of clarity, if the Schedule of this section of the policy reflects:
 - 4.1) Products Liability No
Defective workmanship Yes
then the Limit of indemnity and First amount payable shown for the Defective workmanship extension will apply to the Products liability extension.
 - or
 - 4.2) Products Liability Yes
Defective workmanship Yes
then the Limit of indemnity and First amount payable that is the higher of the two extensions will apply under the Products Liability extension.Any variations of these extensions not reflected under 4.1 or 4.2 above will remain unaltered.
- 5) The following extensions are added to this section of the policy:
 - 5.1) Gratuitous advice

PUBLIC LIABILITY

Notwithstanding anything to the contrary contained in specific exception 3(a) the Company will indemnify the Insured in respect of Defined Events caused by the unintentional failure of the Insured to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party

Provided that

This section does not cover liability:

- (i) arising out of the insolvency of the Insured
- (ii) arising out of financial services and/or cost estimates provided by or on behalf of the Insured
- (iii) arising out of defamation
- (iv) arising out of design, formula, supervision, treatment advice given by or on behalf of the Insured in exchange for a fee.

5.2) Acquisitions and new businesses

The indemnity granted by this section of the policy extends to any company formed and/or acquired by the Insured during the Period of Insurance for a period of 90 days of such formation and/or acquisition

Provided always that

- (i) the Retroactive date in respect of such new company shall be deemed to be the date when a newly formed and/or acquired company first purchased liability insurance of the type hereby insured on a "Claims made" basis, subject to a declaration from the newly acquired company'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.
- (ii) the insured's business activities remain unchanged
- (iii) the annual turnover of all newly formed and/pr acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Company at inception hereof.
- (iv) The insured shall advise the Company of such formations and/or acquisitions before the expiry of 90 days thereof and the Company may amend the terms of this section of the policy accordingly.

Above-mentioned endorsement(s) shall be subject to all term, exceptions and conditions of this policy.

RISK ADDRESS

97 KIRSCHNER ROAD
 ANDERBOLT
 BOKSBURG
 1459

INSURANCE DETAILS

	Included
Claims Made Basis : General and Tenants	: YES
- Retroactive Date	: 01 Jan 2017
Claims Occurring Basis : General and Tenants	: NO
Additional Claims Preparation Costs	: NO

EXTENSIONS & CLAUSES

Work Away	: YES
Legal Defence Costs	: YES
- Per Event	: 500 000
- Per Annual Period of Insurance	: 500 000
Wrongful Arrest and Defamation	: YES
- Per Event	: 500 000
- Per Annual Period of Insurance	: 500 000

Limits	Premium
10 000 000	375.08
500 000	5.04
500 000	5.04
TOTAL	
	385.16

Signed at : Gauteng
 Date Printed : 19/03/2020

Y/E Esterhuysen

(On Behalf of the Company)