



LOMBARD



*1 October 2020*

*Policy Document*

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Underwritten by Lombard Insurance Company Limited,  
an Authorised Financial Services Provider (FSP 1596).

# PROFESSIONAL INDEMNITY and PUBLIC LIABILITY INSURANCE FOR INSURANCE BROKERS and FINANCIAL INTERMEDIARIES

## INTRODUCTION

This is a contract of insurance and is subject to the law of the Republic of South Africa.  
All words in **bold typeface** have a specific meaning.

The contract number is: P51 003731

This contract is entered into by the **Underwriting Manager** on **Our** behalf.

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Authorised **Underwriting Manager** signature

## DECLARATION

**You** have given **Us Material Information** and **We** relied on the truth of this **Material Information** when **We** entered into this contract.

If **We** discover the **Material Information** is incorrect or incomplete **We** reserve the right to cancel this contract from the **Inception Date**. Before **We** cancel the contract **We** will agree with **You**;

1. the action required by **You** to correct or complete the **Material Information** and
2. any revised terms that **We** may require to continue with this contract.

If there is no agreement or if **You** do not take the action required then **We** will cancel the contract.

## IMPORTANT

Ensure that **You** are aware of the following contract clauses.

1. Contract acceptance and cancellation periods: clause 39.
2. **Premium** payment grace period: clause 20.

## CONTRACT SCHEDULE

**We, Your insurers, are:** Lombard Insurance Company Limited  
(Reg. No.1990/001253/06) (FSP No.1596)

The insured entities under this contract are: MJD Risk Insurance Brokers CC

**Your Business is:** Personal and Commercial Brokers Lines

**Contract Period:** **Inception Date:** 1 October 2020  
**Expiry Date:** 30 September 2021

**Retroactive Date:** 1 October 2005

**Premium including Value Added Tax:** R8,063.09 payable on the **Inception Date**

**Limit:** R3,000,000 for **Any One Claim**

**Deductible:** R15,000

Endorsements applicable:

1. Loss of Documents
2. Statutory Defence Costs
3. Regulatory and Disciplinary Expenses
4. Public Liability
5. Communicable Disease Exclusion

# DEFINITIONS

1. **Any One Claim:** all **Claims** with one original cause or source regardless
  - 1.1. of their number or
  - 1.2. the identity of the claimants or
  - 1.3. whether one event or series of events.
2. **Business:** the provision of **Professional Services You** perform as **You** have declared to **Us** and as summarised in the **Schedule**.
3. **Claim or Claims:** a claim from a **Third Party** that **You** have caused them a **Loss**.
4. **Circumstance or Circumstances:** **Your** knowledge of facts from which **You** ought reasonably to conclude **You** may receive a **Claim**.
5. **Compensation:** an amount that a **Third Party** is awarded by judgment or a settlement agreed to by **Us** as compensation for a **Loss**.
6. **Computer, Data, Electronic Systems:** information and communication technology devices and facilities for the electronic storage, transmission, receipt, retrieval and processing of computer software, data, voice communications and networking equipment or facilities which enable connection to other devices or networks.
7. **Contract Period:** the period from the **Inception Date** to the **Expiry Date**.
8. **Costs and Expenses:** all amounts **We** spend, or **You** spend with **Our** prior written approval, all paid as part of the **Limit**, in:
  - 8.1. investigating, defending, settling or mitigating the financial impact of a **Claim**
  - 8.2. investigating a **Circumstance** or preventing a **Claim**.
9. **Damage:** the physical damage to or loss of use or control of any tangible property.
10. **Deductible(s):** the amount to be borne by **You** at **Your** own cost in respect of the first part of any **Compensation** in relation to **Any One Claim**.
11. **Employee:** any person employed under a contract of employment or apprenticeship with **You**, or any other individual who is **Your** partner, director, member or consultant.
12. **Expiry Date:** the date shown in the **Schedule**.
13. **Inception Date:** the date shown in the **Schedule**.
14. **Injury:** the death of or injury to or illness affecting any person.
15. **Limit or Limits:** the maximum amount **We** will pay **You** as indemnity plus **Value Added Tax** in addition.
16. **Loss:** **Injury, Damage** or any monetary loss.

17. **Malicious Code:** any virus, Trojan Horse, worm, spyware, malware, time and logic code bombs or other disabling, invasive or destructive computer code.
18. **Material Information:** the description of **Your Business**, **Your** revenue, **Your** history of **Claims** and **Circumstances** and any other information which is likely to materially affect the assessment of **Our** risk at the time of issue of this contract.
19. **Pollution:** the escape of any gas, liquid, substance or noise.
20. **Premium:** the amount shown in the **Schedule** and paid to **Us** not later than 45 days after the **Inception Date** in return for **Our** undertaking to provide benefits.
21. **Professional Services:** any advice or services of a professional nature performed for a fee or equivalent whether charged or not.
22. **Retroactive date:** the date(s) shown in the **Schedule**.
23. **Schedule:** the summary of the key terms of this contract.
24. **Third Party:** any party who is not **You** or **Us**.
25. **Underwriting Manager:** Leppard and Associates (Proprietary) Limited  
  
Registration No. 1991/002788/07 and FSP No.274  
Authorised by Lombard Insurance Company Limited  
  
Po Box 2730, Houghton, 2041, South Africa.  
E-mail: pi@leppard.co.za
26. **Value Added Tax:** the tax applicable to goods and services in terms of the Value Added Tax Act, 1991, as amended.
27. **Vehicle:** any land, air, water, hover or space vehicle or trailer or craft including any attached machinery or apparatus and whether subject to registration or not or whether self-propelled or not and any locomotive or rolling stock.
28. **We, Our and Us:** Lombard Insurance Company Limited.  
(Reg. No. 1990/001253/06) (FSP No. 1596)
29. **You or Your:** the insured entities named in the **Schedule**.

## WHAT IS COVERED

30. **We** agree, unless stated otherwise in this contract including any endorsement and provided **You** have paid the **Premium** to indemnify **You** for **Your** legal liability to pay **Compensation** to a **Third Party** as a result of a **Claim** first made against **You** during the **Contract Period** up to the **Limit** subject to the **Deductible(s)** and to pay for **Costs and Expenses** arising out of **Your Business**.

## WHAT IS NOT COVERED

31. **We will not provide an indemnity nor pay for any legal liability or **Costs and Expenses**:**
- 31.1. Other Insurance: for which **You** are entitled to an indemnity under any other insurance or indemnity.
  - 31.2. Fines and Penalties: for any fines, penalties, punitive or exemplary damages unless they are indemnified as **Compensation**.
  - 31.3. Contractual: agreed or assumed by **You** under any contract unless the legal liability would have attached to **You** in the absence of the contract.
  - 31.4. Previous Claims: for a **Claim** or **Circumstance** which was or should reasonably have been disclosed to **Us** or a **Third Party** prior to the **Inception Date** or the date **We** agree to incept this contract whichever is the later date.
  - 31.5. Employee: concerning an **Employee** arising out of
    - 31.5.1. their employment or apprenticeship:
      - 31.5.1.1. outside the Republic of South Africa,
      - 31.5.1.2. within the Republic of South Africa unless as a result of **Injury** not covered by any workers compensation legislation. For the purposes of this clause an **Employee** is a **Third Party**.
    - 31.5.2. the prolonged exposure of the **Employee** to substances, factors or circumstances peculiar to **Your Business**.
  - 31.6. USA and Canada arising out of any **Business** conducted in or **Claim** brought initially in any country or territory that operates under the laws of the United States of America or Canada.
  - 31.7. War, Nuclear, Asbestos: arising directly or indirectly from war, foreign enemy, hostility, civil unrest or terrorism, nuclear fuel, material or waste and asbestos.
  - 31.8. Companies Act 71, 2008: arising out of the duties and responsibilities of any person as defined under Sections 77, 128 or as contemplated under Section 218 of the Companies Act 71, 2008.
  - 31.9. Related Companies: in respect of any **Claim** made against **You** by **Your** holding or subsidiary companies or any person or entity having an monetary interest, administrative or managerial influence on **You** unless such **Claim** is as a direct result of **Your Professional Services**.
  - 31.10. Insolvency, trading: arising out of **Your** insolvency or trading losses and liabilities.
  - 31.11. Fraud: if **You** are involved in or party to a fraud committed against **Us**.
  - 31.12. Deliberate Act: if **You** deliberately disregard the need to take reasonable steps to prevent a **Loss**.
  - 31.13. Retroactive Date: for any **Business** conducted prior to the **Retroactive Date**.

- 31.14. Sanctions: which would result in **Us** breaching any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.
- 31.15. Computer Virus: arising by reason of the introduction of **Malicious Code** by **You** or a **Third Party** into any **Computer, Data, Electronic Systems** resulting in the incapacity or failure correctly or at all to capture save retain or to process any data.
- 31.16. Pollution: due to **Pollution**:
- 31.16.1. if **You** do not take reasonable precautions to prevent **Pollution**,
- 31.16.2. that damages any building or land **You** own or lease or previously owned or leased,
- 31.16.3. that is not sudden, unintended and unexpected and
- 31.16.4. which does not occur at a specific time and place or is not directly as a result of **Your Professional Services**.
- 31.17. Property Manufactured: any tangible property, including any design, specification or formula inherent in such tangible property, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered, repaired or worked upon by **You** or a **Third Party** on **Your** behalf.
- 31.18. Injury and Damage: for **Injury** or **Damage** which does not arise out of **Your Professional Services**.
- 31.19. Financial Performance: arising out of the failure of investments to perform unless negligence on **Your** part is proved on or before the date of the failure of the investments, or arising out of any warranty, guarantee or forecast given by **You** as to the potential performance of any investment, or arising out of the insolvency of an insurance or reinsurance company or any financial institution or advice, warranty or guarantee **You** give in relation to the financial solvency of any company or institution.
- 31.20. Transport: arising from the ownership, possession, hire, lease or operation or use of any **Vehicle** or any airport or helicopter pad.
- 31.21. Custody and Control: any premises or property leased hired by or loaned to **You** or in **Your** care custody or control other than:
- 31.21.1. for the purposes of **Professional Services** any premises and its contents temporarily occupied by **You** and any property temporarily in **Your** possession.
- 31.21.2. personal clothing and effects.
- 31.21.3. any premises **You** rent for the purpose of **Your Business** subject to 31.3.
- 31.21.4. any property belonging to any rail service provider or government, provincial or municipal authority whilst on any premises **You** occupy for the purpose of **Your Business**.



## SPECIAL CONTRACT CLAUSES

32. Acquisitions: Entities acquired or established by **You** will be indemnified in terms of this contract for 90 days from the date of acquisition or establishment if:
- 32.1. the business conducted by the entity is the same as the **Business**.
  - 32.2. the revenue of any acquired entity did not exceed 15% of **Your** revenue for the 12 months prior to the **Inception Date**.
  - 32.3. the **Retroactive Date** is the date of acquisition or establishment of the entity or if the acquired entity was insured when acquired the **Retroactive Date** applicable under that insurance.
- In order for indemnity to continue beyond the 90 days **You** must:
- 32.4. advise **Us** of the acquisition or establishment of the entity,
  - 32.5. give **Us** all the information about the entity which is likely to materially affect **Our** decision to continue to provide indemnity to the entity and
  - 32.6. accept **Our** terms for indemnifying that entity.
33. Cross Liabilities: If any insured entity incurs a **Loss** caused by another entity insured under this contract the entity suffering the **Loss** will be treated as a **Third Party**.
34. Emergency Medical Expenses: **We** will reimburse reasonable expenses incurred by **You** up to R250,000 plus **Value Added Tax** in addition for the **Contract Period**, for emergency medical treatment to a **Third Party** following an accident occurring during the **Contract Period** causing **Injury** that may result in a **Claim**.
35. Indemnity to Others: Subject to all the terms of this contract **We** will indemnify:
- 35.1. any person who was an **Employee** at the date of the event giving rise to a **Claim**.
  - 35.2. any **Third Party** where **You** have agreed to such indemnity in terms of an agreement for the purpose of the **Business**.
  - 35.3. any **Employee** in their private capacity, at **Your** discretion, arising out of the temporary engagement of another **Employee**.
  - 35.4. any members of **Your** canteen, social, sports, medical, firefighting, security committees and **Your** welfare organisations and visiting sporting teams for the period of and in connection with their visit to **You**.

36. **Third Party Money and Property:**

The cover granted under this contract where **We** indemnify **You** for any **Claim** as a result of theft or malicious destruction of money or property belonging to a **Third Party**, for which **You** are responsible, by an **Employee** is subject to the condition that prior to the theft or malicious destruction **You** have adhered to **Your Third Party** money and property protocol (**Protocol**) provided:

- 36.1. the intention of the theft or malicious destruction was for the **Employee** or a **Third Party** to gain personally and financially
- 36.2. **You** discover the theft or malicious destruction during the **Contract Period** and tell **Us** within 30 days from the date of discovery
- 36.3. the theft or malicious destruction was committed after the **Retroactive Date** but not more than 12 months prior to the **Inception Date**
- 36.4. the amount of the **Claim** shall be determined as at the date of the theft or malicious destruction
- 36.5. **You** criminally prosecute **Employees** guilty of the theft or malicious destruction
- 36.6. if **We** allege that cover is not granted under this contract for theft or malicious destruction by reason of **You** not adhering to **Your Protocol** the burden of proving the contrary shall rest with **You**.
- 36.7. For the purposes of this clause:
  - 36.7.1. **Protocol** shall mean a formal policy, communicated by **You** to **Employees** in writing, outlining **Claim** prevention processes which include but are not limited to the processes as described below.
  - 36.7.2. **Claim** prevention processes shall mean:
    - 36.7.2.1. criminal and credit checks are performed on new **Employees** during the **Contract Period**
    - 36.7.2.2. an enforced **Employee** leave policy is in place with a minimum of five consecutive days in a calendar year
    - 36.7.2.3. segregation of duties / dual authority with regards to processing, loading, releasing and authorising payments and electronic funds transfers
    - 36.7.2.4. payee's details on electronic funds transfers are verified against that of the accountholder
    - 36.7.2.5. procedures are in place to control the creation of new payees and changes to existing payees. Bank details are confirmed telephonically and a record kept of the confirmation

36.7.2.6. all bank tokens and bank access are cancelled on termination of employment of an **Employee**.

36.8. Cover limitations:

36.8.1. Where **You** have a **Protocol**:

36.8.1.1. If **You** have adhered to **Your Protocol** to prevent theft or malicious destruction of money or property belonging to a **Third Party** then the **Limit** and **Deductible** apply to the coverage provided herein.

36.8.1.2. If **You** have failed to adhere to **Your Protocol** to prevent theft or malicious destruction of money or property belonging to a **Third Party** then **You** must bear a 50% coinsurance on any **Claim** and **We** will be liable for 50% of the available **Limit** for the **Claim**.

36.8.2. Where **You** do not have a **Protocol** **We** will not provide an indemnity nor pay for any legal liability or **Costs and Expenses** arising out of theft or malicious destruction of money or property belonging to a **Third Party**, for which **You** are responsible, by an **Employee**.

37. Impersonation Fraud:

The cover granted under this contract where **We** indemnify **You** for any **Claim** where **You** in good faith:

37.1. transfer money from **Your** own accounts, or

37.2. amended the current payment details of a customer/client, supplier, service provider or any party to a transaction being acted upon by **You**

as a result of a fraudulent instruction (via e-mail, telephone or facsimile) communicated to **You**, by a person purporting to be:

37.3. **Your** director, officer, partner, member or sole proprietor or other **Employee**, or

37.4. a customer/client, supplier, service provider or any party to a transaction being acted upon by **You** or a representative or employee of such person or entity, that has a legitimate written agreement or a pre-existing written arrangement or agreement to provide goods or services to **You**,

is subject to the condition that prior to making the transfer or amending the current payment details having received the fraudulent instruction **You** have **Verified** in terms of **Your Verification Policy** that the instruction is coming from a person described in 37.3. or 37.4. above and authenticated by **You**,

provided if **We** allege that cover is not granted under this contract as a result of a fraudulent instruction / impersonation fraud by reason of **You** not adhering to **Your Verification Policy** the burden of proving the contrary shall rest with **You**.

37.5. For the purposes of this clause:

37.5.1. **Verification Policy** shall mean a formal policy, communicated by **You** to **Employees** in writing, outlining verification processes which include but are not limited to the processes as described in the definition of **Verified / Verify** below.

37.5.2. **Verified / Verify** shall mean:

37.5.2.1. establishing the authenticity of a person who communicated the instruction and confirmed by **You**:

37.5.2.1.1. through a telephone call back procedure consisting of calling the appropriate person described in 37.3 or 37.4 above by using the telephone number of such person which is:

37.5.2.1.1.1. held on **Your** file, or

37.5.2.1.1.2. available in **Your** internal phone directory, or

37.5.2.1.1.3. verifiable in the public domain

and MAY NOT include any new telephone numbers on the communicated instruction

and

37.5.2.1.2. where such instruction is in the form of an e-mail by verifying and ensuring the authenticity of the e-mail address used.

37.5.2.2. establishing the authenticity of the banking details in question by the receipt of a letter from the bank prior to **You** making any payments.

37.6. Cover limitations:

37.6.1. Where **You** have a **Verification Policy**:

37.6.1.1. If **You** have independently **Verified** the authenticity of the person described in 37.3. or 37.4. above and have adhered to **Your Verification Policy** then the **Limit** and **Deductible** apply to the coverage provided herein.

37.6.1.2. If **You** have failed to independently **Verify** the authenticity of the person described in 37.3. or 37.4. above and failed to adhere to **Your Verification Policy** then **You** must bear a 50% coinsurance on the **Claim** and **We** will be liable for 50% of the available **Limit** for this **Claim**.

37.6.2. Where **You** do not have a **Verification Policy**:

- 37.6.2.1. If **You** failed to **Verify** independently the authenticity of the person described in 37.3 or 37.4. above then **You** must bear a 75% coinsurance of the **Claim** and **We** will be liable for 25% of the available **Limit** for this **Claim**.
- 37.6.2.2. If **You** have independently **Verified** the authenticity of the person described in 37.3. or 37.4. above and **You** do not have a **Verification Policy** then **You** must bear a 50% coinsurance on the **Claim** and **We** will be liable for 50% of the available **Limit** for this **Claim**.

## COMPLIANCE

38. **You** have to comply with the following and if **You** fail to do so it may, in **Our** sole discretion, result in no indemnity being due to **You**.

38.1. Notification:

**You** must notify the **Underwriting Manager** in writing as soon as;

38.1.1. **You** receive a **Claim**.

38.1.2. **You** become aware of a **Circumstance**.

38.2. Admission:

**You** must not admit to any liability for a **Claim** unless **We** agree in writing that **You** may do so.

38.3. Assistance and disclosure:

**You** must

38.3.1. give all reasonable assistance, at **Your** own cost and

38.3.2. fully and truthfully disclose information

to **Us** and **Our** representatives in relation to any notified **Claim** or **Circumstance**.

38.4. Material changes:

**You** must notify **Us** of material changes to **Your Business** as soon as possible.

38.5. **Premium and Deductible:**

**You** must pay the **Premium** and **Deductible**. **You** must pay the **Premium** in full if **We** accept a notification in terms of clause 38.1.

38.6. Statutory requirements:

**You** must comply with all laws governing **Your Business**.

# CONDITIONS

39. Contract cancellation:
- This contract may be cancelled:
- 39.1. by **You** within 14 days after the date **You** receive the contract (or a reasonable date deemed received by **You**) if **You** do not want to accept this contract and **We** will refund the **Premium** within 31 days of **Your** cancellation notice provided **You** notify the **Underwriting Manager** in writing.
  - 39.2. any other time by **You** on 31 days written notice to **Us** subject to a return **Premium** calculated at pro-rata provided **You** notify the **Underwriting Manager** in writing and **You** have not made any notification in terms of 38.1.
  - 39.3. immediately by the **Underwriting Manager** if **You** act fraudulently or dishonestly in seeking an indemnity or where cancellation is required by law.
  - 39.4. automatically from the **Inception Date** if **You** do not pay the **Premium**.
40. **Circumstance:**
- Should a **Claim** arise out of any **Circumstance You** notified to and was accepted by the **Underwriting Manager** then this contract will apply to that **Claim**.
41. **Claim** settlement or defence:
- We** will decide whether to settle or defend a **Claim** but **You** will not be required to contest any legal proceedings unless a Senior Counsel confirms that there is a reasonable prospect of success.
- If **You** disagree with any proposed settlement of a **Claim** **We** will pay **You** the applicable **Limit** or any lower amount acceptable to the **Third Party** to settle the **Claim**. If this occurs then **We** will have no further obligation in respect of such **Claim**.
42. Rights of recovery:
- We** may recover any amount **We** pay in terms of this contract from any **Employee** who commits a dishonest, fraudulent, criminal or malicious act causing **Your** liability and any **Third Party** causing **Your** liability unless 35.2. applies. Any amount recovered will be used firstly to reduce the amounts **We** have paid in terms of this contract and secondly to reimburse **You**.
43. Disputes:
- If a dispute arises between **You** and **Us** then either:
- 43.1. it may be referred to **Us** at [complaints@lombardins.com](mailto:complaints@lombardins.com) or the **Underwriting Manager** at [complaints@leppard.co.za](mailto:complaints@leppard.co.za) or
  - 43.2. it may be referred in writing to an arbitrator with appropriate expertise who will conduct the arbitration in terms of the rules and be appointed by the Chairman of the Arbitration Foundation of South Africa and any decision will be final and binding or
  - 43.3. **You** may sue **Us** in which case summons must be served at Ground Floor, Block C, Sunnyside Office Park, 2 Carse O’Gowrie Road, Parktown 2193, Johannesburg, South Africa.

## CONTRACT ENDORSEMENT: LOSS OF DOCUMENTS

This endorsement forms part of the contract.

1. **Documents:** any words, numbers, still or moving images or graphics maintained in or on any medium whether in physical, electronic, broadcast or any other form but excluding computer operating and software programs.
  
2. **Event:** accidental loss, damage, destruction or theft by a **Third Party** of any **Documents**.
  
3. **We** will reimburse **You** for costs incurred by **You** in replacing or restoring **Documents** that belong to **You** as a result of an **Event** occurring during the **Contract Period**, provided:
  - 3.1. **Our** liability to reimburse **You** is limited to R500,000 plus **Value Added Tax** in addition in respect of each **Event**,
  - 3.2. such costs incurred by **You** exceed R20,000 in respect of each **Event**,
  - 3.3. **You** notify the **Underwriting Manager** in writing as soon as an **Event** occurs.



## CONTRACT ENDORSEMENT: STATUTORY DEFENCE COSTS

This endorsement forms part of the contract.

1. **Statutory Defence Costs:** legal costs and expenses **You** incur with **Our** prior written approval in the defence of any criminal prosecution for **Your** alleged breach of any statute brought against **You** during the **Contract Period**.
2. **We** agree to pay for **Statutory Defence Costs** up to an amount of R1,000,000 plus **Value Added Tax** in addition any one prosecution provided **You** notify the **Underwriting Manager** in writing as soon as **You** receive any notice of any criminal prosecution or breach of any statute.
3. **We** will not pay for **Statutory Defence Costs**
  - 3.1. in any appeal unless a senior counsel appointed by **Us** confirms that such an appeal is likely to succeed.
  - 3.2. relating to Statutes governing the ownership and use of **Vehicles** or any employment law or the Companies Act, 2008.
  - 3.3. that amount to less than R20,000 in respect of each prosecution.

# CONTRACT ENDORSEMENT: REGULATORY and DISCIPLINARY EXPENSES

This endorsement forms part of this contract.

1. **Expenses:** legal, specialist, or forensic costs **You** incur with the **Underwriting Manager's** prior written approval for the purposes of **Your** defence or representation in any **Regulatory and Disciplinary Enquiry**.
2. **Regulatory and Disciplinary Enquiry** formal proceeding requiring **Your** attendance in relation to;
  - 2.1. **Your Professional Services** or
  - 2.2. an inquest or fatality inquiry.
3. **We** agree to pay for **Expenses** up to an amount of R250,000 plus **Value Added Tax** in addition.
4. Provided;
  - 4.1. **You** notify the **Underwriting Manager** in writing as soon as **You** receive any notice of any **Regulatory and Disciplinary Enquiry**.
  - 4.2. **You** pay the first R20,000 of **Expenses**.
5. **We** will not pay for any fines or penalties including as contemplated under the Protection of Personal Information Act of 2013 or the Consumer Protection Act of 2008.

# CONTRACT ENDORSEMENT: PUBLIC LIABILITY

This endorsement forms part of the contract.

1. **Public Liability:** **Your legal liability for Injury or Damage.**
  
2. **We agree to indemnify You for Public Liability provided:**
  - 2.1. the **Injury or Damage** does not arise out of **Your Professional Services**,
  - 2.2. for the purposes of this endorsement clause 31.18. is deleted,
  - 2.3. the **Limit** is R3,000,000 for **Any One Claim**.
  - 2.4. the **Deductible** is R10,000.
  - 2.5. **You** notify the **Underwriting Manager** in writing as soon as **You** receive a **Claim** or **You** become aware of a **Circumstance**.

## CONTRACT ENDORSEMENT: COMMUNICABLE DISEASE

This endorsement forms part of the contract.

**Communicable Disease:** illness or disease transmitted by any means from any organism to another organism.

**We** will not provide an indemnity nor pay for any legal liability or **Costs and Expenses** in respect of any **Claim** arising out of, directly or indirectly, or in any way in connection with or relating to a **Communicable Disease**.

