

**Quick Product  
Information  
Guide**

# MAGNUM

## PUBLIC LIABILITY BROADFORM INSURANCE

Does your company need specialist cover? You've got the solution in this policy.

### Cover provided:

- Section A:** Public Liability
- Section B:** Products Liability and Defective Workmanship
- Section C:** Pollution Liability
- Section D:** Professional Indemnity
- Section E:** Employers Liability
- Section F:** Contractor's Liability
- Section G:** Directors & Officers Liability
- Section H:** Cyber Liability
- Section I:** Motor Liabilities
- Section J:** Extended Reporting Period
- Section K:** Incidental Medical Malpractice
- Section L:** Exhibitor's Liability

**RSUM (PTY) Ltd**  
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Reg no: 2020/448716/07  
FSP no. 51113

**Physical Address:**  
Main Road 70  
Paarl  
Western Cape  
7646

**Our Insurer:**  
Western National Insurance  
Company Limited (South Africa)  
Tyger Waterfront, Charl Cronje  
Drive, Bellville 7535  
Juristic Representative under  
FSP9465



This product is aimed to provide a Broadform, comprehensive and dedicated policy wording providing cover for various aspects of liability exposure. Cover is specifically underwritten to address the needs of larger and more complex entities, but it is also meant for insureds who need the wider cover which this product offers.

A lot of care was taken in compiling this wording to provide optimized cover to our insureds and to cater for their specific needs.

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**This is a compulsory section**

## EXCLUSIONS

- Aircraft & Watercraft
- Care, Custody & Control
- Compulsory Vehicle Insurance
- Employees
- Motor Vehicles
- Products
- Professional Advice
- Vibration and removal of support
- Work by Contractors
- Unlawful competition
- USA and Canada Judgements

## EXTENSIONS

- Additional Insured
- Car Parks
- Emergency medical expenses
- Employees' and visitors' property
- Fire extinguishing costs
- Gratuitous advice
- Tenant's liability
- Tool of trade
- Unattached trailers
- Wrongful arrest and defamation

### Territorial Limits

The Underwriters will indemnify the Insured, against the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country within the territorial limits as stated in the applicable policy wording.

It is prudent to note that Jurisdiction is also worldwide excluding the USA and Canada.

# Section B: Products Liability and Defective Workmanship

**If stated in the schedule to be included**

## EXCLUSIONS

**This extension does not cover liability forthcoming from:**

- cost of repair, alteration, recall, reconditioning or replacement
- cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation
- arising from the failure of any product or any part thereof to fulfil its intended function
- from products intended to or forming part of an aircraft
- any defect which the Insured was aware of prior to the inception of this extension

## ADDITIONAL EXTENSIONS (If stated in the schedule to be included)

- Forecourt liability
- Beautician's liability
- Product Recall Extension

### NOTE:

Defective Workmanship is always included under both Public Liability and Product Liability unless it is specifically excluded in the schedule.

### What is a Product?

A Product is something which is **tangible** after it has **left the care or custody or control** of the insured. It also includes the following in the definition of a product: "been designed, specified, formulated, manufactured, constructed, installed, sold, any advice, product distributed, treated, serviced, altered or repaired"

It is important to remember that the RRR rule applies as an exclusion. We do not **Refund, Repair or Replace** the product as defined in the schedule.

**Automatically included in Section A limit of indemnity**

## THIS SECTION WILL COVER:

- liability in respect of injury, damage or loss of use of property directly or indirectly caused by pollution
- the cost of nullifying or cleaning up substances resulting from pollution

**Pollution cover is always limited**

**to claims where such pollution is only caused by a sudden, unintended, and unforeseen occurrence**

# Section D: Professional Indemnity

**If stated in the schedule to be included**

## THIS SECTION WILL COVER:

- The Insured is indemnified for claims made against the insured as a direct result of any negligent act,
- error or omission
- in the conduct of the Insured's Business

**PI cover is always limited to any insured whose income from advice and related services does not exceed 35% of their gross income.**

**The correct cover if income from advice and related services exceed 35% would be the Magnum PI policy.**

## ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

- which forms the subject of indemnity by any other section of this insurance
- claims made by one Insured against another unless from an independent third party
- arising out of liquidated damage clauses, penalty clauses or performance warranties
- for fines, penalties, punitive, multiple or exemplary damages
- any claim forthcoming from an employee based on an alleged unfair employment practice
- any claim related to the loss of money
- any claim arising from insolvency, liquidation or judicial management
- for any breach of contract
- claim arising from any fraudulent act, dishonesty, illegal or criminal acts or any malicious act
- claims made against the Insured while acting in their capacity as a director or officer
- breach of contract occurred where the insured is providing any physical service to a third party

## Section E: Employers Liability

**If stated in the schedule to be included**

### ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

- liability assumed by the Insured under any contract, undertaking or agreement
- liability for disease or impairment attributable to a gradually operating cause
- fines, penalties, punitive, exemplary or vindictive damages
- damages in respect of judgements delivered outside the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland
- costs and expenses not incurred in and recoverable in the territorial limits
- any claim arising from an event known to the Insured not reported to the Company or prior to inception of cover

### Damages

which the Insured shall become legally liable to pay consequent upon death of or bodily injury to or illness of any person employed under a contract of service or apprenticeship with the Insured, which occurred in the course of and in connection with such person's employment by the Insured

## Section F: Contractor's Liability

Claims Made Basis

**If stated in the schedule to be included**

### SPECIFIC EXCEPTIONS

- **Cover for defective workmanship is excluded for liability arising:**
- from the cost of repair, alteration, recall, reconditioning or replacement of the product or part thereof
- from inefficacy of such work or because the work did not produce the result anticipated
- prior to the handing over of such work
- from defective design

### COVER PROVIDED

**for liability occurring in direct connection with the performance of a contract by the Insured for events that happen on or in the immediate vicinity of a contract site.**

**The cover is specific and restricted to premises temporarily occupied by the insured for work therein**



# Section G: Directors & Officers Liability

**If stated in the schedule to be included**

## ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

**This insurance cover will not apply to any claims made against an insured for:**

- Asbestos and Toxic Mould
- Bodily injury and property Damage
- Claims and Circumstances known at inception
- Commissions
- Commissions received or paid
- Failing to perform professional duties
- Failing to procure insurances
- Geographical and Jurisdiction Limits
- Insider trading
- Insolvency
- Instigation
- Money Laundering
- Pension Fund Involvement
- Pollutants
- Public Finance Management Act
- Retroactive Date
- Secret Profit
- Wilful Misconduct

We will insure you in return for the payment of the agreed premium and in we rely on the proposal and other information, supplied by you as the insured or a representative of the Insured. This will form the basis of this insurance contract

## AUTOMATIC EXTENSIONS OF COVER

- Advance reasonable costs and expenses
- Public Relations Consultants
- Retrospective approval

## INSURING AGREEMENTS:

**A. Directors and Officers liability** - Claims made against the insured persons jointly or severally on account of any Wrongful Act committed or alleged to have been committed.

**B. Company reimbursement** - Claims against the Company for costs and expenses arising out of a claim

# Section H: Cyber Liability

**If stated in the schedule to be included**

**Damages** which the Insured shall become legally liable to pay consequent upon a Cyber Risk Event which occurred in the course of or in connection with the business

## SPECIFIC CONDITIONS OF COVER

**Cover provided under this Section will be subject to the following:**

- any claim first made in writing against the Insured as a result of a reported event will be treated as if reported on the day the event was first reported to the Company
- cancellation/non-renewal of policy - event may be reported for up to 30 days
- series of claims made against the Insured from one original cause will be treated as if all had first been made against the insured on the date the event was first reported
- if the Insured was not aware of any event a claim will be dated on the day that the first claim of the series was made against the insured

## CYBER RISK EVENT

### 1. Security and Privacy Liability

Security Breach or Privacy Breach or Breach of Privacy Regulations incl. loss of data in non-electronic format

### 2. Privacy Regulatory Defence and Penalties

Regulatory action, Penalty or fines to the extent insurable by law imposed by a governmental regulatory body against the insured arising from a Security Breach or Privacy Breach

## SPECIFIC EXCLUSIONS OF COVER

**This section of the policy shall not indemnify the insured in respect of any claim arising directly or indirectly out of:**

- Bodily Injury and Property Damage
- Claims and Circumstances known at inception
- Claims Conditions Precedent to Liability
- Contractual Agreement
- Criminal Actions of the Insured
- Insured's own costs

## Section I: Motor Liabilities

If stated in the schedule to be included

### EXCLUSIONS

- Any compensation or claim that falls within the scope of any compulsory motor vehicle insurance enactment. This will apply notwithstanding that no insurance under such enactment is in force
- death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in this section at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg)
- liability arising from the operation, demonstration or use of any tool or plant forming part of or attached to or used in connection with a vehicle (shall not apply to forklift trucks)
- the limit of indemnity under this policy will only become drawn upon once proof is provided confirming that the full underlying limit of indemnity is exhausted for any one single claim or event leading to a claim

### VEHICLE:

means a land vehicle (including any machinery or apparatus attached thereto) whether or not subject to motor vehicle registration and whether or not self-propelled, including railway locomotives and rolling stock.

### INDEMNITY:

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which the insured becomes legally liable to pay in respect of:

- Death of or bodily injury to any person
- Damage to property

### DAMAGE:

"Damage" shall mean loss of possession or control of or actual physical damage to tangible property

### INJURY:

"Injury" shall mean death, bodily injury, illness, or disease of or to any person;

## Section J: Extended Reporting Option

If stated in the schedule to be included

### INSURING AGREEMENT

**At the option of the Insured and subject to payment of an additional premium to be determined the Company agrees to extend the period in which a claim may be reported for a period to be agreed but no longer than 36 months provided that:**

- this option may only be exercised in the event of the Company cancelling or refusing to renew this Section
- this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal
- once exercised, the option cannot be cancelled by either the Insured or the Company
- the Insured has not obtained insurance equal in scope and cover to this Section as expiring
- the Company shall only be liable for a defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- claims reported by the insured during the extended reporting period shall be treated as if it were first made on the last day preceding the cancellation or non-renewal
- the total amount payable by the Company will be the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal

## Section K: Incidental Medical Malpractice

**If stated in the schedule to be included**

This section covers any claim or claims arising from Injury caused by medical malpractice which shall mean any negligent act, error or omission in the professional services rendered by any medical practitioner, nurse or other medical official in the full or part time service of the Insured

### EXCLUSIONS

**This Extension does not cover liability arising out of:**

- any criminal act committed wilfully
- services rendered by any person who to the Insured's knowledge is under the influence of intoxicants or narcotics
- the use of drugs for weight reduction
- services rendered for a fee payable by the patient clinical tests or trials of drugs

### GENERAL EXCLUSION:

#### **Medical Malpractice**

arising out of, based upon, attributable to, in consequence of or in any way involving a legal cause of action that occurs when a medical or health care professional deviates from standards in his or her profession, thereby causing injury to a patient.

## Section L: Exhibitor's Liability

**If stated in the schedule to be included**

### SPECIFIC COVER

- meant for Insureds who partake on Exhibitions or Trade Shows
- cover for erection or dismantling of Exhibitor Stands
- cover for claims forthcoming from Damage or Injury caused to third parties visiting the Exhibition

### NOTE:

**Cover under this section includes the transport of materials and products to and from the exhibition venue.**

## OPERATIVE CLAUSE INCLUSION:

### DEFENCE COSTS

Subject always to Limit of Liability, the Underwriters will pay all reasonable legal costs and expenses incurred by the Insured with Underwriter's prior consent

- a) in the investigation, defence or settlement of and/or
- b) as a result of representation at any inquest, inquiry or other proceedings in respect of matters which have a direct relevance to any occurrence which forms or could form the subject of indemnity by this Certificate ("Defence Costs").

## DISCLAIMER

All product information contained in this document is only for information purposes and the relevant product policy wording and policy schedule shall at all times material supersede this document. This document can never be construed as the basis of any contract of insurance or binding on any party.