

Quick Product
Information
Guide

MAGNUM AGRI

LIABILITY BROADFORM



Earthworms are a farmer's best friends,
and this policy is also a best friend

Cover provided:

- Section A:** Public Liability
- Section B:** Optional Extensions
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RSUM (PTY) Ltd
Directors: BP Marais,
JC Marais (CA) SA
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 comprehensive, dedicated policy providing cover for various aspects of liability exposure. Cover provided under this product is specifically aimed at the Agricultural Sector

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

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Section A: Public Liability

This is a compulsory section

EXCLUSIONS (Applicable to all Sections)

- Aircraft & Watercraft
- Animals
- Care, Custody & Control
- Circumstantial Liability
- Compulsory Vehicle Insurance
- Employees
- Motor Vehicles
- Products
- Professional Advice
- Spread of Fire
- Vibration and removal of support
- Water
- Work by Contractors
- Unlawful competition
- USA and Canada judgments, awards or settlements

AUTOMATIC EXTENSIONS (Included in the limit of indemnity unless otherwise indicated)

- Additional Insured
- Car parks
- Crop Spraying
- Cycles and animal drawn vehicles
- Emergency medical expenses
- Gratuitous advice
- Livestock
- Security firms
- Tenant's liability
- Tool of trade
- Unattached trailers
- Wrongful arrest and defamation

Territorial Limits

This policy covers the Insured's liability to pay damages, including claimants' costs, fees and expenses, in accordance with the law of any country in the world, with the exception of territories operating under the laws of the United States of America

Section B: Optional Extensions

If stated in the schedule to be included

1. PRODUCT LIABILITY - Exclusions applicable

This extension does not cover liability for:

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

2. ACCOMODATION EXTENSION

8. HUNTERS LIABILITY (not for gain)

This section extends to indemnify the Insured against liability arising out of any incidental hunting activities arranged by the Insured:

- any visitor participating in such hunting activities who are not permanent residents of the RSA will be accompanied by a Professional Hunter
- any visitor not described under the above are accompanied by the Insured or an employee of the Insured
- the Insured must comply with all laws applicable to hunting activities
- hunting for gain is excluded
- The Insured shall be liable for the First Amount Payable

3. BEAUTICIANS LIABILITY - Additional specific exceptions and conditions applicable to hairdressing

This extension does not cover liability for:

- dyes, tints, shampoos, waving lotions and the like, the Insured must have complied with the recommendations, requirements and precautions laid down by the manufacturers
- no cover for dyes, tints, shampoos, waving lotions, ointments manufactured by the Insured
- the liability under this extension shall not exceed the amount as stated in the Schedule
- no liability for claims arising out of the cutting or puncturing of the skin or any procedure of a surgical kind
- all utensils and appliances shall be kept clean, where required sterilized and kept in a proper state of working
- electrical apparatus shall be examined at least once every 12 months by a competent technician
- the indemnity granted by this extension is extended to apprentices only when they are assisting in a minor capacity in the administration of treatments

4. BURSTING OR OVERFLOWING OF A DAM WALL OR FLOODING - Additional specific exceptions and conditions

- Any structure need to be compliant to the National Water Act, nr 36 of 1998
- Losses occurring due to sudden and or unforeseen heavy downpour is excluded under this extension
- Loss due to a mass of water not originating on the land of the insured which leads to a flood is not covered
- This extension is limited to the amount as per the schedule
- Claims arising from water disputes between the insured and a third party are not covered

5. DAMAGE TO SUGER CANE OR ANY PLANTATION

- It is a condition of this extension that, at the happening of an occurrence that gives rise to a claim in terms of this extension, the Insured complies with the regulations of the National Veld and Forest Fire Act No. 101 of 1998

9. INEFFICACY

- The Company will indemnify the Insured for loss or damages for which the Insured shall become legally liable to pay consequent upon inefficacy of Products alleged to be due to the failure of Products to perform as specified, warranted or guaranteed and/or to fulfil their intended function.

The Insurer will not raise as a defence to granting indemnity by this Policy in respect of this specific Section that no loss of Property, or Property Damage has occurred.

For the purpose of this Extension inefficacy shall mean claims made against the Insured for economic loss(es) sustained.

10. PRODUCT RECALL EXTENSION - Specific Exclusions

This extension does not cover liability arising out of:

- any Product or part thereof
- costs incurred in the repair, reconditioning, modification or replacement of any Product
- the recall of any Products forced upon the Insured by any government or public authority
- which are in the care, Custody or Control of the Insured
- as a result of mis delivery or misdirection of any Product
- the deliberate or intentional breach of national or local regulations
- failure of the Insured's management to take reasonable precautions to prevent claims
- any defect which the Insured was aware of prior to the inception
- where the Insured was aware that the Product was likely to cause Injury or damage before the inception of the cover
- any Product within North America where such Product was to the knowledge of the Insured intended for sale or resale in North America

6. EXTENSION OF TERRITORIAL LIMITS UNDER PRODUCT LIABILITY - Specific exceptions applicable

- This Extension does not cover a)USA judgements, awards or settlements;
- For the cost of repair, alteration, recall, reconditioning or replacement of the product or part thereof
- The term "replacement" shall be deemed to include any credit or refund granted or alternative product provided
- Inefficacy of such work or because the work did not produce the result anticipated or claimed
- Arising prior to the handing over of such work, arising from defective design.

7. FORECOURT LIABILITY - For the purposes of this extension

- Damage shall include the costs incurred in cleaning the fuel or lubrication system of the vehicle
- Forecourt service shall mean the dispensing of fuel or top-up lubricant or the topping up of water and other reservoirs of the vehicle or the inflation or deflation of tyre pressures or the cleaning of window glass
- The cost of the fuel or lubricant will not be indemnified
- The car hire shall be limited as per the cover stated in the schedule

Product:

"Product" shall mean any tangible property after it has left the care, custody or control of the insured which has been designed, specified, formulated manufactured, constructed, installed or sold inclusive of any advice or information given at promotion

11. SPREAD OF FIRE EXTENSION

The following conditions apply to cover:

- the insured at all times have to adhere and comply to the regulations of The National Veld and Forest Fire Act, nr 101 of 1998
- this extension is limited to the amount as per the schedule
- this extension includes a sub limit for direct costs incurred by firefighting teams limited to the amount as per schedule per event to an aggregate of R100 000 per policy period

12. WAREHOUSEMAN'S LIABILITY - Specific Exclusions

The Company shall not be liable for:

- cost of repair, alteration, recall, reconditioning or replacement
- any credit or refund granted or alternative product provided
- cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation
- failure of any product or any part thereof to fulfil its intended function from products forming part of an aircraft

13. WORK AWAY FROM PREMISES

- The expression "premises" as defined in this section shall be deemed to include any premises at which the Insured is performing work provided that such premises are not under the control of the Insured.

Section C: Pollution

Automatically included in Section A limit of indemnity

ADDITIONAL SPECIFIC EXCEPTIONS

- injury, damage or loss of use of property is limited to a sudden, unintended and unforeseen occurrence

Pollution:

"Pollution" shall mean any pollution or contamination of the atmosphere or of any water, land, or other tangible property through the creation of noise; radiation; electricity; temperature fluctuations and odors.

It shall also include but not limited to emission or discharge; seepage or dispersal of any material.

Section D: Professional Indemnity

If stated in the schedule to be included

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

Section F: Contractors Liability

If stated in the schedule to be included

SPECIFIC EXCEPTIONS

This extension does not cover liability:

- from the cost of repair, alteration, recall, reconditioning or replacement of the product
- 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



The performance of a contract is deemed to be any party whose main source of income is derived whilst working on properties which are placed in their temporary control to perform either construction, erection, maintenance, replacement, demolition, breaking out, dismantling, rebuilding, supply and installation.

Section G: Directors & Officers Liability

If stated in the schedule to be included

ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

This policy does not cover liability arising from:

- American Depository Receipts
- Asbestos and Toxic Mould
- Bodily Injury and Property Damage
- Claims and Circumstances known at inception
- Commissions received or paid
- Failure to procure insurances
- Failing to perform professional duties
- Instigation
- Insider Trading
- Insolvency
- Money Laundering
- Pension Fund Involvement
- Pollutants
- Proceedings brought by shareholders
- Public Finance Management Act
- Public Offering
- Retroactive Date
- Secret Profit
- Territorial and Jurisdiction Limits
- Wilful Misconduct

AUTOMATIC EXTENSIONS

- Corporate Manslaughter
- Emergency Costs
- General Counsel Liability
- Outside Directorships
- Protection for Non-Executive Directors
- Public Relations Consultants
- Reasonable Costs and Expenses
- Reputation Protection Expenses

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

Maximum Limit of Indemnity for the above section - R 5 000 000

Section H: Cyber Liability

If stated in the schedule to be included

ADDITIONAL SPECIFIC CONDITIONS

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

AUTOMATIC SPECIFIC EXCLUSIONS

- any bodily, mental or emotional injury, sickness, disease or death
- any loss of or damage to property
- any claim known to the Insured prior to inception
- any claim arising from an event known to the Insured which is not reported to the company
- any claim assumed by the Insured by agreement
- any actions that are of a criminal nature as such
- any costs incurred by the insured to restore, re-collect, or replace data
- any code in any part of a software system or script that is intended to cause undesired effects, security breaches or damage to a system

Maximum Limit of Indemnity for the above section - R 2 500 000

Section I: Motor Liabilities

If stated in the schedule to be included

ADDITIONAL SPECIFIC EXCEPTIONS

- conditional upon a minimum first amount payable of R 2 500 000
- compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment
- the death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle
- liability arising from the operation, demonstration or use of any tool or plant (not including forklift trucks)

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

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 and subject to all the Terms, Exceptions and Conditions of this Section, the Company agrees to extend the period during which the Insured may report an event in terms of General Condition 3 for a period to be agreed, but in no circumstances exceeding 36 (thirty-six) months

Cover provided for a three-year period

Section K: Incidental Medical Malpractice

If stated in the schedule to be included

ADDITIONAL SPECIFIC EXCEPTIONS

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.

Maximum Limit of Indemnity for the above section – R 5 000 000

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

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.