

**Quick Product
Information
Guide**

TOURISM

PUBLIC LIABILITY BROADFORM INSURANCE

As a Tour Guide, you have the spirit of adventure;
the spirit of this policy is to cover your adventure.

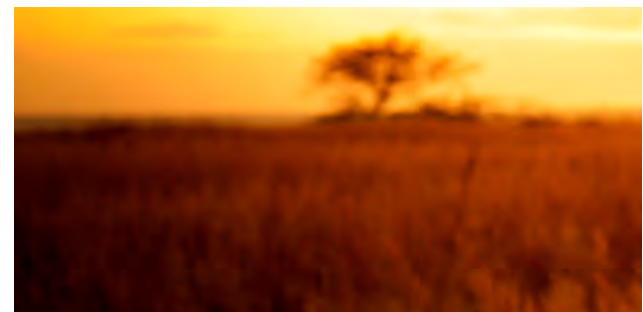
Cover provided:

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- Section K:** Exhibitor's Liability

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Juristic Representative under
FSP9465



This product is aimed to provide a
comprehensive and dedicated policy
providing cover for various aspects of
liability exposure in the tourism
sector.

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Section A: Public Liability

This is a compulsory section

EXCLUSIONS (Applicable to all Sections, unless specifically included)

- 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, awards or settlements

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

- 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.

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

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

Section B: Products Liability

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

Third-Party

means any entity or natural person; provided, however, Third-Party does not mean:

- a) any Insured; or
- b) any other legal entity or natural person having a financial interest or executive role in the operation of the Policyholder or any Subsidiary.

Business

the Insured's business activities as declared and the related activities, acting as such professional and any other business as may be specifically stated in the Schedule subject to the insured having the requisite training and/or license and/or registration as required by law.

PLEASE NOTE:

LOSS means Damages and Defence Costs

BEAUTICIANS LIABILITY

The Company will indemnify the Insured in respect of defined events arising out of any treatment administered in the course of the business as Hairdressers and or Beauticians and or Massage Therapists

Hairdressing operations will be covered subject to the following exceptions and conditions:

- the preparation of dyes, tints, shampoos, waving lotions and the like must be prepared and applied according to the recommendations, requirements and precautions laid down by the manufacturers or suppliers
- there is no cover for liability in respect of products such as dyes, tints, shampoos, waving lotions and ointments manufactured by the insured
- the liability of the Company will not exceed the limit of indemnity stated in the schedule for any one event or series of events
- there is no cover for claims arising directly or indirectly 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
- the indemnity granted by this extension is extended to apprentices only when they are assisting in a minor capacity

What is included under Beautician's Liability?

- dyeing
- tinting
- permanent waving
- other special treatments of hair
- eyebrow plucking and shaping
- violet ray
- vibro electrolysis
- pedicure
- chiropody
- manicure
- waxing and massaging

Define Manufacturing

The term manufacturing refers to the processing of raw materials or parts into finished goods through the use of tools, human labor, machinery, and chemical processing

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

This section does not cover liability:

- 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

EXCLUSIONS

- 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

Period of Insurance

means the period stated in the schedule inclusive of both the inception date and the date of cancellation of the policy

Section F: Directors & Officers Liability

If stated in the schedule to be included

ADDITIONAL SPECIFIC EXCEPTIONS AND CONDITIONS

This policy does not cover liability arising from:

- Asbestos and Toxic Mould
- Bodily Injury and Property Damage
- Claims and Circumstances known at inception
- Commissions
- Failure to procure insurances
- Failing to perform professional duties
- Instigation
- Geographical and Jurisdiction Limits
- Insider Trading
- Insolvency
- Instigation
- Money Laundering
- Pension fund involvement
- Pollutants
- Public Finance Management Act
- Retroactive Date
- Secret profit
- Wilful misconduct

AUTOMATIC EXTENSIONS

- Advance reasonable Costs and Expenses
- Public Relations Consultants
- Retrospective Approval

SPECIFIC CONDITIONS

- Change in Control Transaction
- Shareholding changes

INSURING AGREEMENTS:

A. Directors and Officers liability

- Means insured person against loss

B. Company reimbursement

- Means the Company against costs and expenses

Section G: Cyber Liability



If stated in the schedule to be included

SPECIFIC EXCLUSIONS OF COVER

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 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



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 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 H: Motor Liabilities



If stated in the schedule to be included

EXCLUSIONS

The company shall not be liable under this sub-section in respect of:

- 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



THE COVER

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 and/or any passenger becomes legally liable to pay

Section I: 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 J: Incidental Medical Malpractice

If stated in the schedule to be included

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

THE COVER

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

Section K: Exhibitor's Liability

If stated in the schedule to be included

SPECIFIC COVER

This section provide cover for the erection, dismantling and operation of a stand at any exhibition venue including the transport of materials and products to and from the 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.