

Policy Schedule

Policy Number	4000/134319		
Broker	Stone Hill Financial Services (Pty) Ltd / 6007 (VAT No. 4800151724)		
Insured	Element Consulting Engineers (Pty) Ltd Unitiade 932 (Pty) Limited t/as Sawe Engineers Sawe Consulting Engineers (Pty) Limited Biz Afrika 1418 (Pty) Limited In Excess Trading 58 (Pty) Limited PG Consulting Engineers (Pty) Ltd (VAT No. 4760196917)		
Business	Civil, Structural, Mechanical & Electrical, Fire Protection, Traffic, Supervision and no other for the purpose of this insurance		
Period of Insurance	From :	01 July 2022	
	To :	30 June 2023	
Retroactive Date	Professional Indemnity – 01 January 1989 PG Consulting Engineers (Pty) Ltd - 04 February 2005 Products Liability – 01 July 2012 Element 2030 (Pty) Ltd – 01 September 2017		
Territorial Limits	Worldwide, excluding North America or any territories under its Jurisdiction		
Insurer	Santam Limited (Reg. 1918/001680/06) (VAT no. 4440102095)		

Schedule of Limits of Indemnity/Liability			
Sections / Extensions	Per Claim	Per Policy Period	Excess / Deductible
Professional Indemnity	R 40,000,000	Unlimited	R 1,500,000
Sub-Contracted Duties	R 40,000,000	Included in the Policy Period Limit shown above	R 1,500,000
Liability Following Employee Dishonesty	R 40,000,000	Included in the Policy Period Limit shown above	R 1,500,000
Joint Venture and / or Consortium agreements	R 40,000,000	Included in the Policy Period Limit shown above	R 1,500,000
Defamation	R 5,000,000	Included in the policy period limit shown above	R 10,000
Defects in Contract Works	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Fee Recovery	R 2,500,000	Included in the policy period limit shown above	R 5,000
Loss Of Documents	R 2,500,000	Included in the policy period limit shown above	R 250
Statutory Defence Cost	R 5,000,000	Included in the policy period limit shown above	R 10,000
Wrongful Arrest	R 5,000,000	Included in the policy period limit shown above	R 10,000

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Reg No 1918/001680/06 Santam Ltd • Santam is an authorised financial services provider (License Number 3416).

Schedule of Limits of Indemnity/Liability			
Sections / Extensions	Per Claim	Per Policy Period	Excess / Deductible
Contractors/ Specialist Contractors	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Claims Preparation Costs	R 250,000	R 750,000	R 5,000
Court Attendance Costs	R 2,500 per day	R 25,000	R 2,500
Innocent Non-disclosure	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Rectification	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Health & Safety Agents	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Breach of Confidentiality	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Breach of Copyright/ Intellectual Property Right	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Defence Costs to Appear Before A Regulatory/ Statutory Body	R 25,000	R 75,000	R 5,000
Additional Activities /Mergers/ Acquisitions	R 40,000,000	Included in the policy period limit shown above	R 1,500,000
Products Liability	R 2,500,000	R 7,500,000	R 10,000
General Public Liability	R 40,000,000	Unlimited	R 1,500,000

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 15% to the VAT exclusive settlement to allow for a vendor insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an excess/deductible is expressly recovered by the Insurer from the Insured the excess / deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

Endorsements / Exclusions

1. Each and Every Claim Limits.
Notwithstanding that the indemnity provided by this insurance is based on an each and every claim basis (Unlimited Per Policy Period), the liability of the Insurers for any claim or loss or number of claims or losses, even if involving a number of claims against the Insured by different persons:
 - a) arising out of one occurrence;
 - b) consequent upon or attributable wholly or substantially to the same cause or source;shall not exceed the Per Claim Limit of Liability stated in the Schedule.
2. It is hereby noted and agreed that this Insurance will not respond to any claims arising out of, directly or indirectly or in any way in connection with or relating to:-
 - a) the death of or bodily injury to or illness or disease sustained by any person or any damage to property as a result of water project / the supply and / or generation of electricity / energy; and related activities;
 - b) any guarantee, warrantee or contractual agreement relating to the quantity, quality or output of any minerals / water electricity / energy or any other matter related thereto;
 - c) consequential losses, other than the cost of redesign, rectification, replacement and material damage as a consequence of the defect result of water project and related activities.
 - d) consequential losses arising from the failure to supply electricity or generate energy, other than the cost of redesign and rectification.
3. It is hereby noted and agreed that the General Public Liability cover will not respond to any claims or circumstances arising out of, directly or indirectly or in any way related to or in connection with Heating, Ventilation and Air-conditioning activities
4. It is hereby noted and agreed that this Insurance will not respond to any claims arising out of, directly or indirectly or in any way in connection with or relating to consequential losses, other than the cost of redesign and rectification, arising from:-
 - i. failure of fire detection, fire suppression or any related spread of fire risks;
 - ii. failure of security equipment and related services.

EXCLUSIONS

The Insurers shall not be liable to indemnify the Insured in respect of claims:-

- a) for and/or arising out of inadequate accounting or imperfect control of accounts or the failure to procure:-
 - i) finance for any project;
 - ii) planning, zoning, or other central or regional government approvals, licenses, permits and the like;
 - iii) contract guarantees or suppliers guarantees;
- b) for breach of copyright or infringement of patent rights;
- c) arising out of the giving by the Insured of any express warranty or guarantee but this exclusion shall not apply to liability which would have attached to the Insured in the absence of such express warranty or guarantee;
- d) arising as a result of estimates or probable construction cost or cost estimates or estimates of profit or return on capital being exceeded unless such amounts are proved by the Insured to the satisfaction of the Insurers to be a direct consequence of defective design;
- e) arising from the use of faulty materials;
- f) which are insurable by Contractors All Risks and Public Liability policies;

Subject always to the terms, Exclusions and Conditions of the Policy.

Schedule of Premium		
Professional Indemnity	Premium Excluding VAT	R 760,108.70
General Public Liability	Premium Excluding VAT	R 0.00
TOTAL PAYABLE	Total Premium Excluding VAT	R 760,108.70
	VAT @ 15%	R 114,016.30
	Total Premium Including VAT	R 874,125.00
Broker Commission (Included in the Premiums above)		20%

In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively and supercedes any policy documentation or renewal notice issued by Insurers for this purpose.

Schedule of Instalments			
Instalments	Premium Amount	Broker Fees	Total Instalment (Including VAT and Fees)
10 x	R 87,412.50	R 0.00	R 87,412.50
TOTAL	R 874,125.00	R 0.00	R 874,125.00

Endorsement: Instalment Premiums (Monthly)

In consideration of the Insurers having agreed, at the request of the Insured, to follow the Insured to pay the Annual Premium by monthly instalment, the Insured accepts and agrees to the following:

- The monthly instalment shall be payable in advance to Insurers on the first day of each month.
- The event of the Insurers not receiving the instalment for any reason whatsoever, this Insurance shall, notwithstanding anything to the contrary contained in the Policy, be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.

Reinstatement of this Insurance shall be at the sole discretion of the Insurers, but Insurers shall not unreasonably withhold such reinstatement provided the Insured can give explanations acceptable to the Insurers for the failed payment.

- In the event of prior notification of any claim or circumstances that might lead to a claim during the Annual Period of Insurance for which an unpaid monthly instalment applies, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will be the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

Subject otherwise to the terms, Exclusions, Conditions and limitations of the Policy.



Signed and approved by Chrisann Naicker
SHA Risk Specialists
a division of Santam Limited at Johannesburg on this day of
(Reg. No.1918/001680/06)
(VAT No. 4440102095)
(FSP No. 3416)

31 July 2022