

Policy Schedule

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|----------------------------|--|------------------|
| Policy Number | 4000/55675 | |
| Broker | Pete Wilson and Associates cc (VAT NO. 4080149687) | |
| Insured | Mab Architects MAB Ikhwezi Architects CC Afzelia Environmental Consultants (Pty) Ltd (VAT No. 4220102638) | |
| Business | Architects, Project Management and Environmental Consulting | |
| Period of Insurance | From : | 01 March 2022 |
| | To : | 28 February 2023 |
| Retroactive Date | 01 March 1987 - MAB Ikhwezi Architecture cc 21 May 2009 – Afzelia Environmental Consultants 01 March 2019 – Mab Architects | |
| Territorial Limits | Worldwide, excluding North America | |
| 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 30,000,000 | Unlimited | R 100,000 |
| General Public Liability | R 30,000,000 | Unlimited | R 100,000 |
| Sub Contracted Duties | R 30,000,000 | Included in the Policy Period Limit shown above | R 100,000 |
| Liability Following Employee Dishonesty | R 30,000,000 | Included in the Policy Period Limit shown above | R 100,000 |
| Joint Venture and/or Consortium Agreements | R 30,000,000 | Included in the Policy Period Limit shown above | R 100,000 |
| Defamation | R 1,000,000 | R 3,000,000 | R 10,000 |
| Fee Recovery | R 250,000 | R 750,000 | R 5,000 |
| Claim Preparation Costs | R 500,000 | R 1,500,000 | R 5,000 |
| Loss Of Documents | R 50,000 | R 150,000 | R 250 |
| Statutory Defence Costs | R 2,500,000 | R 7,500,000 | R 5,000 |
| Wrongful Arrest | R 2,500,000 | R 7,500,000 | R 10,000 |

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

1. It is a condition precedent to liability that the Insured is fully qualified and registered with the relevant Industry Body/Association in terms of legislation as applicable.
2. 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:
 1. arising out of one occurrence;
 2. 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.
3. The onus of ensuring compliance with local legislation in terms of insurance for work performed in foreign countries, rests with the Insured.
4. It is hereby noted and agreed that Insurers will not be liable in respect of:-
 - a) any claims, directly or indirectly related to or arising out of Decennial Liability;
 - b) any negligence on the part of the Insured in connection with the effecting or maintenance of Insurance and/or in connection with the provision of finance or advice on financial matters;
 - c) or in connection with the fulfilment or payment of contractual, civil or criminal fines or penalties, performance warranties, liquidated or non-compensatory damages including punitive or exemplary damages or the multiplied portion of multiplied damages or any amount for which the Insured is not legally liable or sums deemed uninsurable
5. Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the edicts, recorded principles, prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.
6. Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurer.
7. **State Capture Exclusion**
It is hereby understood and agreed that the Insurers shall not be liable to make any payment arising out of, based upon or attributable to any claim or loss or costs or expenses made against or incurred by the Insured arising out of, based upon, or attributable to any allegation of alleged or actual involvement in any act, omission, wrongdoing or breach of any kind arising from, attributable to or based upon any involvement in "State Capture" referred to in the Public Protector's Report dated 14 October 2014 or any subsequent report, investigation, judicial proceedings, judicial inquiry or commission or other inquiry by any official body in relation to any act of favouritism, bribery, corruption, gaining of profit or advantage of any kind to which the Insured is not legally entitled to at any entity or organ of state. Official body shall mean: any regulator, government body, government agency, parliamentary commission, official trade body, or any similar body having legal authority to investigate the affairs of the Insured or a client of the Insured, or the equivalent body in any other applicable jurisdiction.
8. **COVID-19 / Infectious Disease Exclusion**
Notwithstanding anything to the contrary in this Policy, this Policy does not provide any indemnity whatsoever for any claim, loss, liability, damage, cost, expense, judgement or award of any kind whatsoever which is or is alleged to be directly or indirectly caused by, based upon, contributed to, arising from or is in any way, directly or indirectly related to:
 1. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) or any variant or mutation of such virus; and/or
 2. Coronavirus disease (COVID-19) or any variant or mutation of such disease; and/or
 3. Any **Infectious or Communicable Disease** (whether asymptomatic or not), virus, bacterium, parasite and/or microorganism; and/or

4. Any epidemic, pandemic or health emergency declared or classified as such by the World Health Organization or any national, regional or local governmental authority; and/or
5. Any fear or threat of 1, 2, 3, or 4 above, whether actual or perceived.

For the purposes of this exclusion an **Infectious or Communicable Disease** is any infection or disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variant or mutation thereof, whether deemed living or not, and
- b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- c. the infection, disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of any property.

If the Insurers allege that, by reason of this exclusion, this Policy does not provide any indemnity, the burden of proving the contrary shall rest upon the Insured.

All other terms, Conditions and Exclusions of this Policy remain of full force and effect.

9. Cyber Exclusion

9.1. This Policy does not cover liability for any of the following, notwithstanding any provision to the contrary within this Policy or any endorsement thereto and regardless of any other cause or event contributing concurrently or in any other sequence thereto:

1. any Cyber Loss;
2. any breach of security leading to the unlawful transmission, unlawful storage or other unlawful processing of or any accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to any personal and/or confidential information on or by the Insured's Computer System or any Computer System for which the Insured is responsible; or
3. any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any damage or prevention of access to, loss, corruption, loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data.

If Insurers allege that by reason of this General Exclusion, any liability is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.

9.2 For the purpose of this General Exclusion:

1. Computer System shall mean any computer, hardware, software, information technology system, communications system, infrastructure, electronic media or device (including, but not limited to, smart phone, laptop, tablet, and wearable device), server, cloud or micro-controller including any similar system or any configuration of the aforementioned and including any associated input, output, Data storage device, networking equipment or back up facility.
2. Cyber Loss shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident, and
 - 2.1 Cyber Act shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System, and
 - 2.2 Cyber Incident shall mean:

- a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System, or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
3. Data shall mean information, facts, concepts, code, electronic data or any other information of any kind that is recorded or transmitted in a form to be read, used, accessed, processed, transmitted or stored by a Computer System.

| Schedule of Premium | | |
|---|-----------------------------|--------------------|
| Professional Indemnity | Premium Excluding VAT | R 47,253.91 |
| TOTAL PAYABLE | VAT @ 15% | R 7,088.09 |
| | Total Premium Including VAT | R 54,342.00 |
| 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) |
| 1 x | R 9,057.00 | R 0.00 | R 9,057.00 |
| 10 x | R 4,528.50 | R 0.00 | R 4,528.50 |
| TOTAL | R 54,342.00 | R 0.00 | R 54,342.00 |

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:

1. The monthly instalment shall be payable in advance to Insurers on the first day of each month.
2. 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.

3. 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
SHA Risk Specialists

a division of Santam Limited at Johannesburg on this day of 04 March 2022

(Reg. No. 1918/001680/06)

(VAT No. 4440102095)

(FSP No. 3416)