



In association with **Hollard.**

Commercial Professional Indemnity

Hollard.

Underwritten by The Hollard Insurance Co. Ltd,
an authorised Financial Services Provider

www.itoo.co.za

ITOO is an Authorised Financial Services Provider. FSP number 47230

Commercial Professional Indemnity Policy Schedule

This schedule must be read in conjunction with the Policy Wording.

| | | |
|------------------------------|---|---|
| Policy Number | SPL/SLFG/000007205 | |
| Type of Document | Renewal Policy | |
| Insured | SKC Masakhizwe Engineers (Pty) Ltd SKC Masakhizwe Eastern Cape SKC Architects Phiri and Nyoni CC Masakhe Isizwe Engineers (Pty) Ltd SKC Maletswai Engineers cc | |
| Insured Vat Number | 4220189916 | |
| Company Registration Number | To be provided | |
| Insured Business Description | Civil and Structural Engineers and Architects | |
| Insured Postal Address | Parakeet Street, 3 Parkfield Court, Hatfield, Pretoria/Gauteng, 0083 | |
| Intermediary | PSG Wealth Financial Planning (Pty) Ltd Meesterplan Broker Code: PSGMEESTERPLAN01B FSP Number: 728 VAT Number: | PO Box 688, Faerie Glen, South Africa, 0043 |
| Insurer | The Hollard Insurance Company Limited (Reg No 1952/003004/06) A Licensed Financial Service Provider (FAIS license No 17698) | 22 Oxford Road, Parktown, Johannesburg, Gauteng, 2000 Tel: (011) 351-5000 Email: liabs@itoo.co.za |
| Period of Insurance | From: 01 April 2020 To : 31 March 2021 (both dates inclusive) | |
| Anniversary/Renewal Date | 01 April 2021 | |
| Retroactive Date(s) | 01 January 1956 | |
| Type of Contract | Annual | |
| Effective Date | 01 April 2020 | |
| Payment Frequency | Once Off | |
| Annual Premium | R 159 512.00 (VAT Inclusive) | |
| Once Off Premium | R 159 512.00 (VAT Inclusive) | |

In terms of 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. Insured amounts are inclusive of VAT at 15%. VAT Registration number: 4450117405. Deductibles have no VAT consequence and are not subject to VAT when recovered by an insurer from an insured.

Banking Details

THIC-ITOO Special Risks - Premium Account

Nedbank

Reference Number: SPL/SLFG/000007205

Type: Current

Account No: 1133 731619

Branch Code: 198765

Swift Code: NEDZAJJ

All Premiums and Fees are VAT Inclusive; the total payment due for this transaction includes Broker Commission of R31,902.40

Commercial Professional Indemnity Policy Schedule

| Risk Details | |
|---------------------|----------------------|
| Limit of Indemnity | R 10 000 000 |
| Basis of Limit | Any One Loss |
| Deductible | R 100 000 |
| Basis of Deductible | Each and Every Claim |

| Extensions | | | |
|---------------------------|--------------|----------------|---------------------------------------|
| Description | Limit | Basis of Limit | Deductible Amount |
| Defamation | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Fraud / Dishonesty | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Infringement / Defamation | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Loss of Documents | R 250 000 | Aggregate | 10% of claim - [Each and every claim] |
| Claims Preparation Costs | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Public Liability | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Sub-consultants | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Fee Recovery | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |
| Joint Venture | R 10 000 000 | Aggregate | R 100 000 - [Each and every claim] |

| | |
|-----------------------|---|
| Policy Wording | Commercial Professional Indemnity Wording |
|-----------------------|---|

Legal Assist Endorsement:

In consideration of the premium charged and paid and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that as a ITOO Specialist and General Liability policy holder, we will pay on behalf of the Insured various legal services relating to the Insureds business activities. Such services are obtainable by contacting the ITOO Legal Assist line on 0861 102 033; 24 hours a day, 7 days a week.

What You Get

Each policy holder has access to the following as per policy period:

- a) An unlimited 24/7 facility for telephonic advice and assistance;

The following will also be made available if deemed necessary:

- a) A face to face Consultation with a qualified attorney;
- b) Up to three letters, matter and complexity dependent; and
- c) A follow up consultation.

Exclusions

- a) Any claim, circumstance or notification related matter/s that may or may not be covered under this policy;
- b) Any advice on how to bring a claim under this policy;
- c) Any matters pertaining to any claims repudiated by the ITOO Special Risks (Pty) Ltd;
- d) Matters where the policy holders business does not have an economical or legitimate interest;
- e) Any matters related to Family law;
- f) Any Criminal Matters;
- g) Credit Control or Debt Collection;
- h) Issuing and service of a summons and/ or response;
- i) Any disputes between the policy holder and ITOO; and
- j) Any matter in which ITOO believes the policyholder has been dishonest or unethical.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

Business Identity Theft Endorsement:

In consideration of the premium and notwithstanding anything to the contrary contained in the policy, it is hereby agreed and noted that in the event that an identity theft incident occurs ITOO will indemnify the insured up to a maximum limit of R 500 000.00 towards costs to rectify the incident, utilizing ITOO Business Identity Theft support risk staff contactable on 080 SUPPORT (7877678) from Monday to Friday 08h00 to 16h30.

Identity Theft is defined as: Any incident whereby the Insured Companys identifying data has been utilized to impersonate the business in order to further an identity thieves intents.

Process

If an identity theft incident takes place, you must call the ITOO SUPPORT LINE ON 080 SUPPORT in order for a consultant to be appointed. Once a consultant is appointed, a case will need to be opened at the local police station with the assistance of the support risk staff. You will then be required to provide all necessary documentation and assistance within 30 days of contacting the Support Helpline. Identity Theft restitution cover is only available if you lodge your claim through the above process.

Exclusions

- a) Expenses not approved by ITOO.
- b) ITOO will not make payments directly to customers or service providers.
- c) Expenses related to High Court and/or High Court of Appeal action.
- d) Losses caused by the theft of pin codes, log in details, phishing scams and account numbers.
- e) Losses that a customer suffers as a result of ATM or credit card fraud.
- f) Consequential Losses suffered as a result of the Identity Theft.
- g) Individuals; including Directors, Officers and Staff.

Nothing in this endorsement shall be construed to increase the Insurers limit of liability set forth in the declarations page of such other ITOO Policy.

For further information please visit the Identity Theft web site: www.identityguard.co.za

36 Months Run-Off Cover:

In the event of and with effect from the retirement or ceasing business practice, the Insured and in the event of death of the Insured, the Insureds executor on behalf of the deceaseds Insureds Estate, is granted an additional period of thirty six (36) months (hereinafter referred to as Run-Off Cover) to identify and report Claims and/or Circumstances in connection with work performed during the currency of this policy that may give rise to a Claim in terms of this Policy and provided that:

- a) The Insured enjoyed continuous uninterrupted professional indemnity cover with Hollard for a period of not less than three years immediately and consecutively prior to the expiring of this Policy;
- b) The Run-Off Cover:
 - (i) is subject otherwise to all the terms, Exclusions and Conditions of this Policy;
 - (ii) shall not apply to Claims made against the Insured where such Claim or Circumstance that might give rise to a Claim, was advised to the Insurer prior to the commencement date of the Run-Off Cover;
 - (iii) shall, notwithstanding the stated thirty six (36) months period, terminate immediately at the commencement date thereof should Professional Indemnity insurance be obtained by the Insured with another insurer
- c) The Insurers total liability in respect of all Claims made during the final Period of Insurance and all Claims made or Circumstances identified during the Run-Off Cover shall in no event exceed the Limit of indemnity as stated in the Schedule which applied immediately prior to commencement of the Run-Off Cover;
- d) No Run-Off Cover will be allowed should the Insured elect not to renew this insurance and place such insurance with another insurer providing Professional Indemnity cover.
- e) This extension shall not be afforded written notice of such election is given by the Insured to the Insurers prior to the date of expiry of this policy. Any Claim made Circumstance reported during the Run-Off Cover shall be deemed to have been made during the last period of insurance.

Fee Recovery Extension:

In consideration of the **Premium**, the policy is amended as follows:

1. *Extension:* The following Extension is added to the policy:

Fee Recovery

The Insurers will indemnify the Insured against all legal costs, fees and expenses incurred by the Insured in connection with legal proceedings instituted by the Insured during the Period of Insurance as stated in the Schedule for the recovery of professional fees due to the Insured, provided that, prior to instituting any proceedings:

- (i) the Insured must inform Insurers of their intention to institute such proceedings;
- (ii) Insurers must be advised by their legal advisers that such proceedings could be pursued with a reasonable prospect of success;
- (iii) the proceedings must be capable of a counterclaim being mounted from the other party as could be envisaged under the main provisions of this policy.

Any Claim arising from circumstances notified to Insurers shall be deemed to have been made during the Period of Insurance stated in the Schedule in which such notice is or was first given.

2. *Exclusion:* For the Fee Recovery Extension only, this policy shall not cover:

Any Claims in respect of any fees which were due to be paid to the Insured prior to the Retroactive date specified in the Schedule.

Any Claims where notice of intention to institute proceedings was not given to Insurers within twelve months of the date upon which such fees became due.

Joint Ventures Extension:

In consideration of the **Premium**, the policy is amended as follows:

Exclusion: The Joint Ventures Exclusion is deleted from the policy and replaced with the following:

Joint Ventures

arising out of, based upon or attributable to work carried out by the **Insured** for and in the name of any association or joint venture of which an **Insured** forms part.

Public Liability Endorsement:

In consideration of the Premium, the policy is amended as follows:

1. *Extension:* Notwithstanding Exclusion 3. Bodily Injury/Property Damage, the following Extension is added to the Policy -

Public Liability

The Insurer will pay on behalf of the Insured all Damages resulting from any Claim first made against the Insured by a Third Party during the Period of Insurance and reported to the Insurer as required by this policy arising out of Bodily Injury and/or Property Damage, including claimant's costs and expenses, occurring in the ordinary course and conduct of the Professional Services by the Insured, provided such Claim is brought after the Retroactive Date stated in the Schedule of Insurance.

2. *Exclusion:* For purposes of this Endorsement, this policy shall not cover Loss in connection with any Claim:

- 2.1. Arising out of or in connection with the nature or condition of any Product;

Product shall mean any goods (including packaging, containers, labelling, instructions or advice, provided in connection therewith):

- a) sold, supplied or distributed by or on behalf of the Insured;
 - b) erected, repaired, serviced, altered, treated or installed by the Insured;
- in the course of the Professional Services and which have left the care, custody or control of the Insured.

- 2.2. For Bodily Injury to any Employee where such Bodily Injury arises from and in the ordinary course and conduct of employment;

- 2.3. Arising out of the ownership, possession or use by or on behalf of the Insured of any Vehicle other than Claims;
 - a) caused by the use of any Vehicle as a tool of trade or of plant forming part of or attached to or used in connection with any Vehicle;
 - b) arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any Vehicle;
 - c) for damage to any bridge, weighbridge, road or anything beneath caused by the weight of any Vehicle or of the load carried thereon;
 - d) arising out of any Vehicle temporarily in the Insured's custody or control for the purposes of parking;
 - e) arising out of any Vehicle on the Insured's premises for which compulsory insurance is not required by legislation provided the Insured is not indemnified by any motor policy for such Vehicle;
 - f) arising out of the possession or use by or on behalf of the Insured of any Vehicle which is the property of Transnet, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst being used by the Insured at any railway siding;
 - g) in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle.

- 2.4. Arising out of any circumstances compulsorily insurable by legislation governing the use of any Vehicle;

Vehicle shall mean 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;

- 2.5. Arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than small craft on inland waterways);

- 2.6. For Property Damage to property owned, leased or hired by or under hire purchase or on loan to the Insured, or otherwise in the Insured's care, custody or control other than:
 - a) premises (or the contents thereof) temporarily occupied by the Insured for work therein or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for Property Damage to that part of the property on which the Insured is working and which arises out of such work);
 - b) Employees' and visitors' clothing and personal effects;
 - c) property belonging to Transnet, or their subsidiary companies, or any government or quasi-government department, provincial administration, municipality or similar body whilst on any premises permanently occupied by the Insured;
 - d) premises tenanted by the Insured to the extent that the Insured would be held liable in the absence of any specific agreement.

- 2.7. For Property Damage caused by dewatering operations or by the removal or weakening of or interference with support to such property;

- 2.8. Arising out of design, formula, specification, supervision, treatment or advice given by or on behalf of the Insured;
- 2.9. Arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operations or navigational aid facilities other than a windsock;
- 2.10. Arising out of Bodily Injury or Property Damage resulting from, whether directly or indirectly, a deliberate or wilful act, error or omission on the part of the Insured or any of its Employees.

Sub-Contractors Endorsement:

In consideration of the **Premium**, the policy is amended as follows:

1. *Extension:* The following Extension is added to the Policy -

Sub-Contractors

The **Insurer** will pay on behalf of any **Insured** all **Damages** resulting from any **Claim** relating to the professional activities and duties necessary to carry out the **Professional Services** which have been sub-contracted by the **Insured**, provided always that:

- a) such activities and duties shall only be sub-contracted to suitably qualified firms, persons or parties;
- b) the **Insured** shall at all times retain all rights of recourse against such firms, persons or parties and will give all reasonable assistance to the **Insurers** in effecting such rights.

All Entities

SKCMasakhizwe Engineers (Pty) Ltd (Current)
Masakhe Isizwe Engineers (Pty) Ltd (Current)
Phiri & Nyoni Projects CC (Current)
SKC Engineers Maletswai CC (We are closing the company during 2017/2018)
SKC Masakhizwe Engineers EC (Replacing SKC Maletswai)
SKC Architects (Starting up)
SKC Engineers (Gauteng) (Pty) Ltd
SKC (Mpumalanga) (Pty) Ltd
SKC (Northern Province) (Pty) Ltd
SKC and Niemann CC
SKC and Loubser CC
SKC Parsons CC
SKC and Keller CC
Masakhe Isizwe Consulting (Pty) Ltd
Steinhobel Keller Chantler (Johannesburg) Inc

*We trust you find the above in order. Should you have any additional requests and/or questions, please contact ITOO *



Signed by Warwick Goldie on behalf of the Insurer on: 26 March 2020

DISCLOSURE NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS

IMPORTANT – PLEASE READ CAREFULLY

(This notice does not form part of the insurance contract or any other document)

PARTICULARS OF UNDERWRITING MANAGER

| | |
|---------------------------|--|
| Business Name | ITOO Special Risks (Pty) Ltd |
| FSP Number | 47230 |
| Physical Address | 22 Oxford Road, Parktown, Johannesburg, 2193 |
| Postal Address | PO Box 87419, Houghton, 2041 |
| Telephone Number | +27 (11) 351 5000 |
| Fax Number | +27 (11) 351 8015 |
| Email Address | info@itoo.co.za |
| Website | www.itoo.co.za |
| Compliance Officer | |
| Name of Company | Associated Compliance |
| Telephone Number | 011 678 2533 |
| Email Address | craig@associatedcompliance.co.za |

ITOO IS AUTHORISED TO PROVIDE FINANCIAL SERVICES IN RESPECT OF SHORT-TERM LIABILITY, FINANCIAL CRIME, DRONE COVER

| | |
|-----------------------|-------|
| License Number | 47230 |
|-----------------------|-------|

ITOO HAS THE FOLLOWING INSURANCE IN PLACE WHICH PROVIDES PROTECTION TO CLIENTS

ITOO has Fidelity Insurance underwritten by AIG South Africa Limited and Professional Indemnity and Liability Insurance underwritten by Leppard and Associates (Pty) Ltd on behalf of Lombard Insurance Company. No IGF is in place as ITOO does not collect any premiums.

SHOULD YOU HAVE A CLAIM AGAINST YOUR POLICY, PLEASE NOTE THE FOLLOWING:

- (a) Procedures for the submission of claims are detailed in the policy wording.
- (b) You may contact the insurance broker's claims department for assistance.

YOUR INSURER

| | |
|-------------------------|--|
| Name | The Hollard Insurance Company Limited |
| FSP Number | 17698 |
| Physical Address | 22 Oxford Road, Parktown, Johannesburg, 2193 |
| Postal Address | PO Box 87419, Houghton, 2041 |
| Telephone Number | 011 351 5000 |
| Fax Number | 011 351 0691 |
| Website | www.hollard.co.za |

| | |
|------------------------------|--------------|
| Compliance Department | 011 351 5000 |
|------------------------------|--------------|

COMPLAINTS

If you would like to lodge a formal complaint with ITOO, please write to:
 ITOO SPECIAL RISKS Pty Ltd
 Complaints Officer/Responsible Manager: Warwick Goldie
 Email: ITOOComplaints@itoo.co.za
 Website: www.itoo.co.za

If you would like to lodge a formal complaint regarding your insurer or the underwriting manager, please write to:
 The Hollard Insurance Company
 Hollard Insure Complaints
 Email: Hollardinsurecomplaints@hollard.co.za
 Website: www.hollard.co.za (click on the "Contact us" button at the top of the page)

If you get no response or you are dissatisfied with the outcome of your complaint, you may approach the FAIS Ombud or Short-term Ombudsman, details of which appear below.

| THE OMBUDSMAN FOR SHORT-TERM INSURANCE | | THE FAIS OMBUD | |
|--|--|-------------------------|---|
| Physical Address | 1 Sturdee Avenue Cnr Bolton and Baker Roads First Floor, Block B Rosebank | Physical Address | Sussex Office Park Ground Floor – Block B 473 Lynnwood Rd Cnr. Lynnwood Rd & Sussex Ave Lynnwood, 0081 |
| Postal Address | PO Box 32334, Braamfontein, 2017 | Postal Address | PO Box 74571, Lynnwood Ridge, 0040 |
| Telephone Number | 0860 726 890/011 726 8900 | Telephone Number | 012 470 9080/012 762 5000 |
| Fax Number | 011 726 5501 | Fax Number | 012 348 3447 |
| Email Address | info@osti.co.za | Email Address | info@faisombud.co.za |
| Website | www.osti.co.za | Website | www.faisombud.co.za |

FINANCIAL SECTOR CONDUCT AUTHORITY

| | |
|-------------------------|---|
| Physical Address | 41 Matroosberg Road Ashlea Gardens, Pretoria, 0002 |
| Postal Address | PO Box 35655, Menlo Park, 0102 |
| Telephone Number | 0800 20 37 22 |
| Fax Number | (012) 346-6941 |
| Email Address | info@fsca.co.za |
| Website | www.fsca.co.za |

COMMISSION, BINDER AND CONFLICT OF INTEREST DISCLOSURE

Your broker receives a commission from your insurer. The levels of commission vary depending upon the product type. The exact amounts are disclosed in your policy schedule. In addition, your broker may charge you a broker/policy fee which will have to be disclosed to you by your broker.

ITOO is paid a binder fee of 18% which is calculated as a percentage on the gross written premium it places with your insurer. ITOO also shares in the profits of the underwriting scheme.

BINDER DISCLOSURE

ITOO acts as a binder-holder for The Hollard Insurance Company Limited and has a signed binder agreement to this effect. In terms of this agreement, the binder-holder may:

1. enter into, vary and renew policies;
2. determine the premiums;
3. determine policy benefits;
4. settle all valid claims;
5. reject claims;
6. cancel policies.

OTHER KEY CONFLICT OF INTEREST DISCLOSURES

Relating to your ITOO:

| | |
|---|----|
| Does ITOO have a shareholding in any insurer? | No |
|---|----|

| | |
|---|----|
| Does ITOO have a relationship with any insurer that provides a financial interest other than ownership? | No |
|---|----|

| | |
|---|----|
| Does ITOO have a relationship with any broker that provides an ownership or financial interest? | No |
|---|----|

| | |
|--|----|
| Does ITOO have a relationship with any distribution channel that provides an ownership, financial interest or support service? | No |
|--|----|

The Hollard Group has an equity interest in ITOO Special Risks (Pty) LTD, the underwriting manager (UMA) and Hollard has appointed a non-executive director to the board of the UMA.

| | |
|---|-----|
| Does ITOO have a relationship with any other person that provides an ownership or financial interest? | Yes |
|---|-----|

Any combination of these relationships and/or ownership or financial interests may present a potential conflict and as such we need to ensure you are aware of these.

A full copy of ITOO conflict of interest management policy can be obtained from the ITOO website, www.itoo.co.za

DISCLOSURE OF PREMIUMS AND FEES

All premium obligations and fees are disclosed in your policy schedule.

MANNER OF PAYMENT OF PREMIUM, DUE DATE AND CONSEQUENCE OF NON-PAYMENT

Please refer to your policy wording for details regarding premium payment, due dates of payment and consequences of non-payment.

OTHER MATTERS OF IMPORTANCE

1. You must be informed of any material changes to the information provided above.
2. If the information above was given to you verbally, it must be confirmed in writing within 30 days.
3. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short-Term Insurance Ombudsman or the FAIS Ombud, depending on the nature of the complaint.
4. A polygraph or any lie-detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating the claim.
5. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on your behalf remains your own responsibility.
6. You must on request be supplied with a copy or written or printed record of any transaction requirement within a reasonable time.
7. Do not sign any blank or partially completed application form.
8. Complete all forms in ink.
9. Keep all documents handed to you.
10. Make note as to what is said to you.
11. Don't be pressurised to buy the product.
12. Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance.

ITOO wants to know from you if you have any information that will assist us in preventing fraudulent claims. Remember fraudulent claims costs everyone money, including you as the client, as premium increases can result from too many fraudulent claims. Should you be aware of any fraud that has or is about to take place on a ITOO claim, please report this (anonymously if you choose to) on (011) 351 5000 or via email at warwickg@itoo.co.za or Hollard@tip-offs.com.