

Business Liability

The Business Liability section covers you for damage to property that does not belong to you and is not in your care and custody and for injury to people, who are not employed by you or a member of your household that happens in the course of or in connection with the business noted in the declaration. You need to be found legally liable by a court of law in the Republic of South Africa for us to pay your claim.

The claim must first have been made against you in writing and reported to us while you are insured under this policy or within 30 days of this policy being cancelled.

You are covered for

damages that you become legally liable to pay as compensation following injury or damage

damages that you become legally liable to pay arising out of any wilful or negligent acts or omissions of employees of an armed response company, garden service or pool maintenance company while undertaking duties on your premises in terms of a contract with you resulting in injury or damage

that happens during the period of insurance and is reported to us while you are insured under this policy or within 30 days of this policy being cancelled.

The meaning of words used

Injury means accidental death, bodily injury to, or illness of, any person who is not employed by you or is not a shareholder or director of the business.

Damage means accidental loss of or physical damage to tangible property other than property belonging to you, held in trust by you or in your custody or control.

Event means an occurrence or series of occurrences arising out of one event.

Pollution means the emission, discharge, release, dispersal, disposal, seepage or escape of solid, liquid, gaseous or thermal contaminants or irritants, including vapours, smells, odours, humidity, fumes, smoke, soot or other airborne particulates, acids, alkalis, chemicals and waste, electromagnetic waves, noise, vibrations, other emission of effluent or noxious substances into or onto the soil, the atmosphere or any watercourse or body of water.

Product means any item that has been manufactured, constructed, sold, supplied, distributed, treated, serviced, altered or repaired by you and then given to a third party.

Territorial limits means anywhere in the world except the United States of America or Canada but only for business conducted from the premises noted on your declaration and for contracts for the performance of work in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland or Malawi.

This meaning of the words **injury** and **damage** override the meaning of the words **injury** and **damage** under the General section of your policy wording.

Limits of indemnity (your sum insured)

We will not pay more than the limit of indemnity that you select on your declaration per event or for **Products Liability (including Defective Workmanship cover)** only in any 12 month period.

The limit of indemnity includes costs and expenses that you have to pay or that we agree you may incur to defend yourself.

If something happens that will result in a claim, we may choose to pay you the limit of indemnity less any costs that we have already paid or any lesser amount for which the claim or claims can be settled and then you will not be able to claim anything more from us as a result of that event.

Optional cover to choose from

Below is optional cover that you may choose to take on your declaration.
You will be charged an extra premium for this cover.

**Maximum amount
payable in any
12 month period**

Products Liability (includes Defective Workmanship cover)

Up to amount of liability stated on your declaration

We will indemnify you if you or an employee are found to be legally liable for damage or injury caused by any product that you have made, supplied, repaired or worked on as long as the damage or injury happens somewhere other than on the premises occupied by your business or the premises noted on your declaration.

We will not pay more than the amount that you have selected for this extension, including any legal costs or expenses, for any one event or in any one 12 month period.

We will not pay a claim

- (a) for the cost of repair, alteration, recall, reconditioning, rectification or replacement of the product or part of the product (including containers and labels) causing the injury or damage or the loss of use of any product or part of any product.
- (b) for the cost of taking out or re-installing the product that caused the damage or injury.
- (c) arising from defective or faulty design, formula, plan or specification, unless your business only sells or distributes the product in the original packaging and with the original labels and instructions from the manufacturer.
- (d) arising from inefficacy, or failure to conform to specification, or if the product does not do what it was bought to do.
- (e) arising from goods or products on or in any aircraft.
- (f) in respect of injury or damage happening in the United States of America or Canada unless you can prove that you did not know that the products were being exported to the United States of America or Canada.

- (g) if the description of what your business does changes and you have not advised us.

Legal defence costs

R500 000

We will indemnify any employee, partner or director of your business against costs and expenses that they incur with our consent to defend themselves against a criminal action brought against them in the course of the work they do for you because it is alleged that they contravened one of the following statutes:

The Occupational Health and Safety Act No. 85 of 1993 (as amended),

The Mines and Works Act No. 27 of 1956 (as amended),

The Consumer Protection Act No. 68 of 2008 (as amended),

The Electricity Act of 1958 (as amended),

and/or any other Act or Ordinance pertaining to the supply of Electricity all as read in conjunction with the Criminal Procedure Act No. 51 of 1977 (as amended).

We will not take a case on appeal unless senior council appointed by us advises that such appeal will succeed. We will only pay up to the limit stated in any one 12 month period and we will not pay for any fines or penalties.

We will not pay a claim

1. for liability that you have because of an agreement that you have entered into other than for armed response companies, garden services and pool maintenance companies while they are working for you on your premises.
2. for liability in respect of death or bodily injury to or illness of any person employed by or seconded to you (the business) or who was employed by or seconded to you at the time of the event giving rise to the claim if the liability is in respect of injury or illness arising out of and in the course of their employment.

3. for damage to property belonging to you (the business) or in your care and custody or in the care and custody of any employee of the business.
4. for damage to the part of any item that you or any employee has been working on if the damage results directly from the work done.
5. for liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from
 - (a) the ownership or occupation of any land or buildings other than the buildings and the land at the address declared on your declaration.
 - (b) the use or ownership of any aircraft, drone, motor vehicle, watercraft, motorcycle, quad bike, three-wheeled motorcycle, jet ski, wet bike, water bike, caravan or trailer or anything similar other than directly caused by the loading or unloading of property belonging to you from any vehicle.
 - (c) the ownership or care and custody of any animal other than a domestic dog, cat, horse or bird.
 - (d) the ownership, hire or leasing of any airport, airstrip or helicopter pad.
 - (e) goods or products (including containers and labels) sold, supplied, repaired or worked on and happening anywhere other than on premises occupied by your business, or the address declared on your declaration, other than food and drink supplied incidentally for consumption on the premises unless you have chosen to take the **Products Liability (includes Defective Workmanship cover)** extension.
 - (f) an event happening outside of the **Territorial limits**.
6. for any punitive damages, fines, penalties, exemplary damages, vindictive damages, debt or breach of promise.
7. for damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

8. for damage caused by spread of fire from your premises unless you have complied with all relevant legislation including local municipal legislation and the Health and Safety Act.
9. for loss of or damage to property if the liability can be claimed under another policy.
10. for liability as a result of environmental impairment, seepage or pollution unless the seepage or pollution is sudden and unforeseen.
11. for liability as a result of any dishonest, fraudulent or malicious act or any act of physical assault or seduction by you or an employee, director or shareholder of the business.
12. for liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV).
13. for liability arising out of or in connection with any advice or treatment given, other than life-saving first aid treatment.
14. for any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.
15. arising from or in connection with or based on or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act no.89 of 1998 (as amended) or any similar provision, act or regulation.
16. arising from or in connection with or based on cyber liability of any kind or description.

We also cover you for the following benefits at no extra cost

Maximum amount payable in any 12 month period

**We will pay up to the amount stated for:
Wrongful arrest and defamation (Including legal defence costs)**

R500 000

We will pay you for compensation or damages including the cost and expenses of legal action, if an employee, director or shareholder of the business is accused of wrongfully arresting or frisking or defaming any person but not if that person is

- (a) your employee or a person who is contracted to do work for you.
- (b) a person who is a member of the household of the accused employee, director or shareholder.
- (c) a person who is a director, member, trustee or beneficiary.

Tool of Trade liability

R1 000 000

We will indemnify you if you are found to be legally liable for damage caused by a tool attached to or forming part of any vehicle or plant but we will not pay any claim that can be claimed from any form of motor insurance or compulsory third party insurance legislation, even if no such insurance is in force or has been taken by you.

Vehicles in your business car park

R1 000 000

We will indemnify you if you are found to be legally liable for damage to vehicles and their contents and accessories, that belong to tenants, customers, visitors or employees while they are using parking facilities that belong to you.

Beauticians treatment risk

R500 000

If you (the business) operates as a Beautician or a Day Spa then we will cover you up to the amount stated in any one 12 month period against an error or omission in advice or treatment given or administered by you or an employee of yours in the course of the business. Advice or treatment must be given or administered only by qualified employees holding recognised certificates of proficiency and apprentices or assistants only when they are under the direct supervision of a qualified beautician. If you do not comply with this condition then we will not pay your claim.

We will not pay a claim

- (a) arising directly or indirectly out of the cutting or puncturing of the skin or surgical peels or the application of botox.
- (b) if you cannot prove that all utensils and appliances were sterilized and in full working order at the time of use and that all electrical apparatus had been checked by a qualified electrician in the 12 months before the injury leading to the claim and that all parts found to be worn or damaged had been replaced.
- (c) if you or your employees do not comply with the result of all tests recommended or required by the manufacturers or suppliers before using or supplying any product.
- (d) if you or your employees use any unregistered product or if you or they do not warn customers of the nature of the risks of the use of any product before use, sale or supply.

Hairdressers treatment risk

R500 000

If you (the business) operates as a Hairdresser then we will cover you up to the amount stated in any 12 month period against an error or omission in advice or treatment given or administered by you or an employee of yours in the course of the business. Advice or treatment must be given or administered only by qualified employees holding recognised certificates of proficiency and apprentices or assistants only when they are under the direct supervision of a qualified hairdresser. If you do not comply with this condition then we will not pay your claim.

We will not pay a claim

- (a) arising directly or indirectly out of the cutting of hair.
- (b) if you cannot prove that all utensils and appliances were sterilized and in full working order at the time of use and that all electrical apparatus had been checked by a qualified electrician in the 12 months before the injury leading to the claim and that all parts found to be worn or damaged had been replaced.
- (c) if you or your employees do not comply with the results of all tests recommended or required by the manufacturers or suppliers before using or supplying any product.
- (d) if you or your employees use any unregistered product or if you or they do not warn customers of the nature of the risks of the use of any product before use, sale or supply.

Food and drink

R500 000

If you (the business) is a Restaurant or Take-away, we will cover you up to the amount stated in any 12 month period caused by food poisoning as a result of the condition of the prepared food or drink served on your premises or sold as a take away.

We will only pay your claim if you and your employees comply with all statutory laws and regulations pertaining to the sale or supply of food and drink and take all reasonable precautions to ensure that food and drink sold and supplied is free from contamination and fit for human consumption.

This extension does not cover liability for the cost of replacing of the food or drink causing the injury.