

Cover is on a 'claims made and reported' basis as set out below.

1. INSURING CLAUSES

Section A - Medical Malpractice and Professional Indemnity

We will indemnify **You** in respect of **Costs** and **Damages** which **You** are legally liable to pay in respect of any **Claim** or **Circumstance**:

- A1.1** In relation to **Bodily Injury** caused by any actual or alleged negligent act, error or omission arising from the rendering of any **Healthcare Services** or **Good Samaritan Acts**;
- A1.2** In relation to the physical destruction, damage, loss or mislaying of any **Document** in connection with **Your Business** which after a relevant search cannot be found;
- A1.3** In relation to any actual or alleged breach of professional confidentiality by **You** in connection with **Your Business**;
- A1.4** In relation to any actual or alleged negligent act, error or omission by **You** caused by the rendering of professional services in connection with **Your Business** for a fee;

happening on or after the **Retroactive Date**, anywhere within the **Territorial Limits**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

Section B - Public and Products Liability

We will also indemnify **You** in respect of **Costs** and **Damages** which **You** are legally liable to pay in respect of any **Claim** or **Circumstance** for:

B1.1 Bodily Injury; or

B1.2 Property Damage;

arising from an **Occurrence**, in connection with the **Business**, or caused by, through or in connection with any **Product**, happening on or after the **Retroactive Date** anywhere within the **Territorial Limits**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

and / or; any

B1.3 Defamation by:

B1.3.1 You; or

B1.3.2 any other person, firm, limited liability partnership, or company but only if directly appointed by **You** and acting for **You** and on **Your** behalf within the scope of its appointment,

arising from an **Occurrence** happening in connection with the **Business** on or after the **Retroactive Date** anywhere within the **Territorial Limits** provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

B1.4 Cross Liability

B1.4.1 We will indemnify under Section B each person comprising **You** in respect of **Claims** made against any of them by any other such person, in the same manner and to the same extent as if a separate **policy** had been issued to each person; except that,

B1.4.2 For the avoidance of any doubt, the total amount that **We** shall be liable to pay in respect of all persons referred to in clause B1.4.1 above shall not exceed the **Limit of Indemnity** (or sub limit as applicable) applying to Section B as set out in the **Schedule** and the **Excess** shall apply to each individual separately and individually.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

2. SPECIFIC EXTENSIONS

B – In addition to the General Extensions applicable to this **Policy**, and unless expressed to the contrary, the following extensions to Section B are subject to all other terms, conditions and exclusions of this **Policy** so far as they can apply. The cover provided by all such extensions shall be part of, and not in addition to, the available insured indemnity under Section B:

B2.1 Leased Premises

B2.1.1 We will indemnify **You** against legal liability for **Damages** and **Costs** for **Property Damage** arising from an **Occurrence** happening in connection with the **Business** on or after the **Retroactive Date** anywhere within the **Territorial Limits** to premises or fixtures or fittings thereof which are leased to **You**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

B2.1.2 However this indemnity shall not apply in respect of any liability for **Property Damage** if the liability is assumed under any tenancy or other agreement and would not have attached in the absence of such agreement.

B2.2 Contingent Liability (Non-owned Vehicles)

B2.2.1 We will indemnify **You** in respect of legal liability for **Damages** and **Costs** for **Bodily Injury** and **Property Damage** arising from an **Occurrence** on or after the **Retroactive Date** anywhere within the **Territorial Limits** arising out of the use of any motor vehicle, which is neither **Your property** nor provided by **You**, being used in connection with the **Business**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

B2.2.2 However this indemnity shall not apply in respect of any liability:

B2.2.2.1 for physical loss of or physical damage to any such vehicle;

B2.2.2.2 arising while such vehicle is being driven by **You**;

B2.2.2.3 arising while such vehicle is being driven by any person who to **Your** knowledge or the knowledge of **Your** representative does not hold a valid licence to drive said vehicle unless such person has held and is not disqualified from holding or obtaining such a licence;

B2.2.2.4 arising from **circumstances** in which it is compulsory to insure or provide security in respect of such vehicle as a requirement of relevant road traffic legislation;

B2.2.2.5 in respect of such vehicle being used outside the **Territorial Limits**.

B2.3 Obstruction and Physical Loss of Amenities

B2.3.1 We will indemnify **You** against legal liability for **Damages** and **Costs** in respect of accidental obstruction, physical loss of amenities, trespass, nuisance or interference with any right of way light air or water arising from an **Occurrence** happening in connection with the **Business** on or after the **Retroactive Date** anywhere within the **Territorial Limits**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

B2.4 Wrongful Arrest

B2.4.1 We will indemnify **You** against legal liability for **Damages** and **Costs** in respect of **Bodily Injury** arising from false detention, false imprisonment, wrongful eviction, malicious prosecution or invasion of right of privacy arising from an **Occurrence** happening in connection with the **Business** on or after the **Retroactive Date** anywhere within the **Territorial Limits**, provided, however, that any such **Claim** is both first made against **You** and reported to **Us** during the **Policy Period**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

3. SPECIFIC EXCLUSIONS

A – In addition to the General Exclusions applicable to this **Policy**, **We** shall not indemnify **You** under Section A in respect of any **Claim** or **Circumstance** based on or arising out of or in any way involving any:

A3.1 Bodily Injury other than that caused by any actual or alleged negligent act, error or omission arising from the rendering of any **Healthcare Services** or **Good Samaritan Acts**

A3.2 Property Damage or **Defamation**;

A3.3 Product (except for legal liability arising solely from actual or alleged **Bodily Injury** in relation to any actual or alleged negligent act, error or omission in the use of **Products** in connection with the rendering of **Healthcare Services** or **Good Samaritan Acts** as set out in the Insuring Clause at Section A 1, above);

A3.4 physical destruction, damage, loss or mislaying of any **Document** as a result of the loss of or theft of any **Portable Media Device**, or any security breach, privacy breach, or breach or privacy regulations applicable within The **Territorial Limits** by **You** or others on **Your** behalf;

B – In addition to the General Exclusions applicable to this **Policy**, **We** shall not indemnify **You** under Section B in respect of any **Occurrence** based on, arising out of, or in any way involving any:

B3.1 expected or intended **Bodily Injury** and/or **Property Damage** by **You** except that this Exclusion shall not apply to;

B3.1.1 Bodily Injury or **Property Damage** resulting from the use of reasonable force to protect persons or **property**; or

B3.1.2 Bodily Injury or **Property Damage** which is intended or can reasonably be expected to result from reasonable use of a **Product** in accordance with instructions for use;

B3.2 Product recall and / or withdrawal or any **costs** or expenses incurred in repairing replacing recalling withdrawing or making any refund in respect of any suspected or known **defect** (whether or not harmful) in any **Products** or goods;

B3.3 Product:

B3.3.1 that does not have appropriate regulatory approval for the purpose for which it is being, or was, used;

B3.3.2 that is not used, supplied or provided by **You** in full accordance with any user instructions or manufacturers recommendations;

B3.3.3 which after supply, distribution or sale by **You**:

B3.3.3.1 has been re-labelled, and this shall include the **Product** or any part of it being used as a container for any other object or substance;

B3.3.3.2 has been mixed and/or used as an ingredient or component part of any other thing or substance except insofar as legal liability would have arisen under any Section of this **Policy** solely in relation to the **Product** in the absence of said mixing and/or said use of the **Product**;

B3.4 performance delay and / or delivery delay of a **Product**;

B3.5 prototype of any **Product**.

B3.6 any failure of any **Product** fulfil its intended purpose;

B3.7 any alteration or repair to any **Product**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

1. DEFINITIONS

1.1 Bodily Injury

1.1.1 means death, **bodily injury**, illness and disease including impairment or injury, anguish or emotional shock sustained by a person.

1.2 Business

1.2.1 means all activities carried out and/or functions performed and/or tasks undertaken by **You** in the normal course of **Your business** as described in the proposal or application form.

1.3 Circumstance

1.3.1 means any **circumstance** of which **You** become aware, or of which **You** should reasonably have become aware, that may reasonably be expected to give rise to a **Claim**.

1.4 Claim

1.4.1 means any:

1.4.1.1 written or verbal demand made of **You**; and/or

1.4.1.2 assertion of any right against **You** including but not limited to any **Proceedings**, including any counter-claim; and/or

1.4.1.3 invitation to **You** to enter into alternative dispute resolution,

alleging any **Occurrence**, negligent act, error or omission or loss or physical destruction, damage, loss or mislaying of any **Document** that may give rise to an entitlement to **Damages**.

1.5 Clinical Trials

1.5.1 means an organised study or test undertaken that uses human **Research Subjects** to establish the effectiveness, bioequivalence or safety of a Pharmaceutical Drug, Bio Science Product and/or Medical Device, under proper conditions of use and shall include any pre-trial assessment.

1.6 Costs

1.6.1 means **Your** reasonable defence **costs** and expenses, including appeal **costs**, incurred by **You** with **Our** prior written consent in respect of any **Claim** against **You** to which an indemnity in this **Policy** applies.

1.6.2 **Costs** shall not include any fees, salaries or expenses of **You**, **Your Employees** or officers.

1.7 Criminal Prosecution Defence Costs

1.7.1 means:

1.7.1.1 defence **costs** in respect of any criminal **proceedings** or appeal in any criminal **proceedings** brought against **You**; and/or

1.7.1.2 defence **costs** for **proceedings** in any Magistrates Court or other local equivalent reasonably incurred by **You** with **Our** prior written consent.

1.8 Damages

1.8.1 means compensatory monetary amounts in respect of claimants **costs** and expenses in judgments, arbitration awards and/or settlements, always provided any such settlement is made with **Our** prior written consent and is in relation to a **Claim** for which **You** would otherwise be legally liable to pay and which is in respect of a matter for which an indemnity is provided under this **Policy**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

1.8.2 Provided always that **Damages** shall not mean nor include:

- 1.8.2.1** fines whether civil or criminal, sanctions, penalties or forfeiture, set-off, off set, irrespective of whether due to statute regulation or court order ;
- 1.8.2.2** the multiplied portion of multiplied awards;
- 1.8.2.3** liquidated **damages**
- 1.8.2.4** Interdictory or declaratory relief;
- 1.8.2.5** any amount that is not insurable under any applicable law;
- 1.8.2.6** aggravated, punitive or exemplary amounts.

1.9 Defamation

1.9.1 means one or more of the following, committed in the course of advertising **Your Products** or services:

- 1.9.1.1** oral or written publication of material that defames a person or organisation or disparages a person's organisation, goods, **product** or services;
- 1.9.1.2** oral or written publication of material that breaches a person's right to privacy;
- 1.9.1.3** misappropriation of advertising ideas or styles of doing **business**;
- 1.9.1.4** infringements of copyrighted advertising materials, titles, slogans or trademarks.

1.10 Defect

1.10.1 means an actual harmful condition which:

- 1.10.1.1** is not intended by **You**; and / or
- 1.10.1.2** a reasonable person in **Your circumstances** would not expect; and/or
- 1.10.1.3** arises out of **Your** conduct or a person or organisation acting on **Your** behalf; and/or
- 1.10.1.4** causes or presents a substantial likelihood of causing **Bodily Injury** or **Property Damage**.

1.11 Document

1.11.1 means all **documents**, separable programme, instruction or data for physical incorporation into any computer system for which **You** are legally responsible, or in the custody of any person to whom they have been entrusted in the ordinary course of **Your Business**, but **Document** shall not mean stamps, currency, coins, bank notes and bullion, travellers cheques, cheques, postal orders, money orders, securities, negotiable instruments and / or similar items.

1.12 Employee

1.12.1 means any :

- 1.12.1.1** person whose work or service is directed and controlled by **You** under a contract of employment or contract for service with **You**; and/or
- 1.12.1.2** worker hired by or seconded to **You**; and/or
- 1.12.1.3** labour broker or person supplied by him; and/or
- 1.12.1.4** person engaged by labour only sub-contractors; and/or

THE POWER OF KNOWLEDGE

1.12.1.5 self employed person working on a labour only basis under **Your** control or supervision; and/or

1.12.1.6 a person on a course of study with **You**; and/or

1.12.1.7 any person engaged by **You** in connection with a work experience or training scheme while and to the extent that they are engaged in working for **You** in connection with the **Business**.

1.13 Excess

1.13.1 means the amounts specified as such for each operative Section in the **Schedule** for which **You** are responsible and which **You** have agreed to retain as self insured amounts. Such amounts do not erode the **Limit of Indemnity** and shall be applied and paid first by **You** in relation to any **Costs** and/or **Damages** incurred in respect of any **Claim**;

1.14 Good Samaritan Act

1.14.1 means treatment or care administered at the scene of a medical emergency, accident or disaster by **You** whether present by chance or in response to an SOS call following a disaster.

1.15 Healthcare Services

1.15.1 means services performed by **You** or on **Your** behalf to care for, treat or assist patients in connection with **Your Business**. **Healthcare Services** shall include the provision of medication or appliances, medications, food and beverages in connection with such services, and the post mortem handling of human bodies. **Healthcare Services** shall also include the delivery of care, treatment or assistance to any **Research Subject** by **You** or on **Your** behalf in the course of any **Clinical Trial**.

1.16 Limit of Indemnity

1.16.1 means the limit applicable to all Sections of this **Policy** combined including any sub limit(s) as shown in the **Schedule** and/or in the Sections.

1.17 Occurrence

1.17.1 means any loss, event, incident, accident, or disaster, or series of losses, events, incidents, accidents or disasters, arising out of, or originating from, one originating cause, including but not limited to any one batch of **Products** produced within a single manufacturing cycle and specifically marked with a date, distinctive combination of letters, numbers or symbols, or any combination of the foregoing from which it can be determined that an individual item of the **Products** was produced during such cycle.

1.18 Policy Period

1.18.1 means the period specified in the **Schedule** and / or such other period agreed by **Us**.

1.19 Policy

1.19.1 means and includes:

1.19.1.1 the **Schedule**, Sections indicated as operative in the **Schedule**, Definitions, General Conditions, General Extensions, General Exclusions and all notices and other **documents** attaching;

1.19.1.2 all written endorsements expressly incorporated in and issued for incorporation in this **document**;

1.19.1.3 all information provided to whether as part of an application and/or proposal form

1.19.1.4 and all of which shall be read together and constitute the contract of insurance.

1.20 Pollution

1.20.1 means the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape, whether permanent or transitory, of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapour, soot, fibres, fumes, acids, alkalis, chemicals, any other hazardous materials and waste. Waste includes material to be recycled, reconditioned or reclaimed.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

1.21 Portable Media Device

1.21.1 Means any disk, tape, USB or flash memory data storage device, laptop, any type of smart phone, tablet or removable device capable of storing electronic data.

1.22 Proceedings

1.22.1 means:

1.22.1.1 civil, criminal or regulatory **proceedings** in any jurisdiction brought against **You**;

and / or

1.22.1.2 **proceedings** brought by **Us** in the exercise of **Our** rights of recovery and/or subrogation.

1.23 Product

1.23.1 means any **products** or goods including their packaging, containers, labelling and instructions provided in connection with the **products** or goods, manufactured, sold, supplied, distributed, processed, installed, serviced, repaired, altered, treated or renovated by **You** in connection with the **Business**.

1.23.1.1 Provided always that those **products** or goods which are the subject of a continuing **Clinical Trial** shall not be included within the said **Product** defined term.

1.24 Property

1.24.1 means **property** which is both material and tangible.

1.25 Property Damage

1.25.1 means all physical loss of or physical damage to **Property** including the loss of use at any time resulting from such physical damage.

1.26 Research Subject

1.26.1 means any person participating or taking part in a **Clinical Trial** or any pre trial assessment and their legal representatives.

1.27 Retroactive Date

1.27.1 means the relevant date(s) specified in the **Schedule**.

1.28 Schedule

1.28.1 means the '**Policy Schedule**' in force, or the 'Risk Details' section of the Market Reform Contract in force, and forming part of this **Policy**.

1.29 Territorial Limits

1.29.1 means the territories stated in the **Schedule** and applicable to each Section.

1.30 Terrorism

1.30.1 means any actual or threatened:

1.30.1.1 action falling within Chapter 2 of the Protection of Constitutional Democracy against Terrorist and Related Activities Act 33 of 2004; or

1.30.1.2 use of force or violence against persons or **property**; or

1.30.1.3 Commission of an act dangerous to human life or **property**; or

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

- 1.30.1.4** Commission of an act that interferes with or disrupts an electronic or communication system undertaken by any person or group whether or not acting on behalf of or in connection with any organisation, government power, authority or military force;
- 1.30.1.5** when the reasonably apparent intent or effect is:
- 1.30.1.5.1** to intimidate or coerce a government or **business** or to disrupt any segment of the economy; or
- 1.30.1.5.2** to cause alarm, fright, fear of danger or apprehension of public safety in one or more distinct segments of the general public or to intimidate or coerce one or more such segments; or
- 1.30.1.5.3** to further political, ideological, religious or cultural objectives or to express support for (or opposition to) a philosophy ideology religion or culture.

1.31 We or Us or Our

- 1.31.1** means all participating insurance companies and Lloyd's syndicates listed in the **Schedule**.

1.32 You or Your

- 1.32.1** means:

- 1.32.1.1** the entity or entities named in the **schedule**; and also

- 1.32.1.2** **Your Employees**, while acting on **Your** behalf or in the course of their employment or engagement by **You**; and / or in the event of the death of a natural person insured, the personal representatives of said natural person in respect of liability incurred by said natural person, provided always that such **Employees** have been disclosed to **Us** by **You** in **Your** application for this insurance and afforded coverage by **Us** under this insurance.

2. GENERAL CONDITIONS

These conditions apply to all operative Sections and Endorsements applicable to this **Policy**.

2.1 Sections and Endorsements

- 2.1.1** Definitions, General Conditions, General Extensions and General Exclusions of this **Policy** apply to all Sections and Endorsements stated or indicated as operative in the **Schedule** in addition to any Definitions, Conditions, Extensions and Exclusions stated or indicated as applicable under any Section or Endorsement, unless indicated to the contrary.
- 2.1.2** A Section or Endorsement to this **Policy** is only operative if stated as such in the **Schedule**.
- 2.1.3** **Our** liability under each operative Section and Endorsement of this **Policy** in any one **Policy Period** shall not exceed the applicable **Limit of Indemnity** specified for each operative Section in the **Schedule**.
- 2.1.4** Where legal liability arises under more than one Section of this **Policy** in relation to any **Claim** in respect of the same **Occurrence** or any actual or alleged negligent act, error or omission as applicable, **Our** total liability for such **Claim** under this **Policy** shall not exceed the highest per **claim** and annual aggregate **Limit of Indemnity** applicable to one Section, regardless of whether legal liability arises under more than one Section.

- 2.2** **Costs** and **Criminal Prosecution Defence Costs** are included within each applicable **Limit of Indemnity** and any payment of **Costs** will correspondingly reduce the applicable **Limit of Indemnity** available for paying **Damages**.

- 2.3** **You** agree to pay the **Excess** amount to any party for any legal liability, arising out of any **Claim** which may be the subject of an indemnity under this **Policy**, before **We** shall be liable to make any payment in respect of that **Claim** under any operative Section or Endorsement of this **Policy**.

2.4 Your Obligations during the Policy Period

The following conditions must be complied with by **You** during the **Policy Period**. **We** shall have no liability to **You** in the event that **You** do not comply, or have not complied, with the following conditions.

- 2.4.1** **You** must give immediate notice to **Us** in writing of anything known or which reasonably should be known by **You** and which materially affects any risk insured;

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

2.4.2 **You** must take reasonable care to:

2.4.2.1 prevent accidents; and

2.4.2.2 maintain, and keep in good working order, premises, plant and equipment and everything used in connection with **Your Business**; and

2.4.2.3 only employ competent **Employees**; and

2.4.2.4 act in accordance with all statutory obligations, regulations and requirements of applicable regulatory authorities.

2.4.3 **You** must in the event of any **Defect** or danger becoming apparent either:

2.4.3.1 make good or remedy any such **Defect** or danger; or

2.4.3.2 take such additional precautions as the **circumstances** require avoiding and/or mitigating the effects of such **Defect** or danger.

2.5 **Claims** and **Circumstance** Notification

In the event of a **Claim**, **Circumstance** or **Occurrence** during the **Policy Period**, **You** must comply with the following conditions.

The **Policy** will not provide any indemnity if **You** have failed in any way to so comply.

2.5.1 On discovery or receipt of any **Claim**, **You** shall give written notice of such **Claim** to **Us** and **your** appointed insurance broker/advisor as soon as reasonably practicable.

2.5.2 On discovery of any **Circumstance** or **Occurrence**, **You** shall give written notice of such **Circumstance** or **Occurrence** to **Us** and **your** appointed insurance broker/advisor as soon as reasonably practicable.

2.5.3 Notice as required by paragraphs 2.5.1 and 2.5.2 above shall include:

2.5.3.1 details of what happened and the services and activities that **You** were performing at the relevant time; and

2.5.3.2 the nature of any, or any possible, **Bodily Injury**, **Property Damage** or **Damages**; and

2.5.3.3 how **You** first became aware of the **Claim** or **Circumstances**; and

2.5.3.4 all such further particulars as **We** may require.

2.5.4 any **Claim** that may be made subsequently against **You** arising out of any **Circumstance** notified in accordance with 2.5.2 above shall be deemed to have been made on the date **We** first received such written notice of the **Circumstance**.

2.5.5 If a **Claim** is subsequently made against **You** arising out of such **Occurrence** or **Circumstance** notified in accordance with 2.5.2 above, **You** shall forward to **Us** and **your** appointed insurance broker/advisor, immediately upon receipt of the same, details of any **Claim** made;

2.5.6 **You** shall forward to **Us** and **your** appointed insurance broker/advisor any communication or other documentation pertaining to **Proceedings**, and / or any process in connection with such **Proceedings** immediately.

2.5.7 **You** shall provide all information and assistance required by **Us**.

2.5.8 **You** shall not make any admission of liability nor make any offer and / or promise of payment and / or payment without **Our** prior written consent.

After such effective notice being received by **Us** in accordance with 2.5 above, **We** agree to acknowledge receipt of such **Claim** or **Circumstance**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

2.6 Defence of **Claims**

- 2.6.1** **We** shall have the right at any time, but not the obligation, to take over and conduct in **Your** name the defence and/or investigation and/or settlement of any **Claim** and to prosecute at **Our** own expense and for **Our** own benefit any rights of recovery or subrogation against all other parties or persons.
- 2.6.2** At any time **We** shall have the right to withdraw from any further investigation, defence, and/or settlement of said **Claim** upon payment of the said **Limit of Indemnity** and in that event **We** will have no further liability and/or obligation in relation to such **Claim**.
- 2.6.3** **We** shall be entitled at any time and at **Our** own discretion to pay to **You** an applicable **Limit of Indemnity** less any **Costs** incurred by **Us**, or any lesser sums for which any **Claim** under any Section of this **Policy** can be settled, and in that event **We** shall not be under any further liability to pay any other amount in respect of the relevant **Claim** or under the relevant Section, as applicable.

2.7 Administrative Conditions

- 2.7.1** **You** must pay to **Us** all premiums due to **Us** and all taxes due on the premiums by the date set out in the **Schedule**. Should **You** fail to do so, **We** shall have no liability to **You**.
- 2.7.2** Where the premium is calculated upon estimates furnished by **You**:
- 2.7.2.1** **You** shall keep an accurate record of all relevant particulars; and
- 2.7.2.2** **We** shall be allowed to inspect such records at all reasonable times; and
- 2.7.2.3** **You** shall within one month from the expiry of each **Policy Period** supply to **Us** such particulars as **We** may require whereupon the Premium for such **Policy Period** shall be adjusted and the difference paid by or allowed to **You** as the case may be, subject to any Minimum Premium applicable.
- 2.7.3** **We** may at any time and solely at **Our** own discretion:
- 2.7.3.1** waive any of **Our** rights under any condition of this **Policy**; and/or
- 2.7.3.2** waive any requirement of or action to be undertaken by **You** under any condition of this **Policy**; and/or
- 2.7.3.3** accept notification of or continue to deal with any **Circumstances**, or of any actual **Claims** as applicable, under this **Policy** notwithstanding any breach by **You** of any condition or part of this **Policy**,
- 2.7.4** except that no such waiver, acceptance or action by **Us** will waive or limit in any way any of **Our** obligations, or imply or constitute any other waiver of **Our** rights in respect of any other condition of this **Policy** or any other **Claim**.

2.8 Cancellation

- 2.8.1** **We** may cancel the **Policy** or any part of it at any time by giving thirty (30) calendar days' written notice to **You** at the address stated in the **Schedule**. Premium will be refunded to **You** on a proportionate basis corresponding to the unexpired **Policy Period**;
- 2.8.2** **You** may cancel the **Policy** by giving **Us** thirty (30) calendar days' written notice. Premium will be refunded to **You** on a proportionate basis corresponding to the unexpired **Policy Period**;
- 2.8.3** if however any **Claims**, **Circumstances** or **Occurrences** have been notified to **Us** during the **Policy Period**, **We** retain the right to withhold any refund of premium to **You**.

2.9 Changes

- 2.9.1** Notice to any of **Our** agents, or knowledge possessed by any such agent or any other person, shall not constitute a waiver or change or amendment of any part of this **Policy** and will not prevent **Us** from asserting any rights under the provisions of this **Policy**.
- 2.9.2** None of the provisions of this **Policy** will be amended or modified except by written endorsement issued to form a part of this **Policy**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

2.10 Subrogation and Recovery **Proceedings**

2.10.1 **You** shall provide such assistance as **We** may reasonably require in subrogation and / or recovery **Proceedings** and **You** shall take all steps necessary to preserve **Our** rights of subrogation and / or recovery and in particular **You** shall not enter into any arrangement or agreement, contractual or otherwise, with any party limiting or restricting in anyway any of **Our** rights of subrogation and / or recovery;

2.10.2 **We** shall be subrogated to **Your** said rights of recovery against any party, whether before or after any indemnity is given under this **Policy**;

2.10.2.1 with the sole proviso that **We** shall not exercise rights of subrogation and / or recovery against a director, officer and / or **Employee** unless the loss or **Claim** in respect of which indemnity is provided under this **Policy** was caused or contributed to by any fraudulent, dishonest or malicious act or omission by the said director, officer and / or **Employee**.

2.11 Transfer of Interest

2.11.1 Assignment of interest under this **Policy** by **You** shall not bind **Us** unless **Our** prior written consent is obtained.

2.12 Concealment or Misrepresentation

2.12.1 It shall be a condition to **Your** right to be indemnified under this **Policy** that the facts and matters set out in the applications, proposal forms, statements, answers and information supplied to **Us** by **You** or on **Your** behalf in connection with this **Policy** must be truthful and complete. If **You** breach this condition, **We** shall have no liability to **You** under the **Policy**.

2.13 Entire Contract

2.13.1 By acceptance of this **Policy**, **You** agree that this **Policy** shall constitute the entire contract existing between **You** and **Us**.

2.14 Single Policy and Insured Authorisation

2.14.1 This **Policy** shall be deemed to be a single unitary **Policy** and notwithstanding that the **Policy** is composed of optional Sections nothing in this **Policy** or the said Sections shall make this **Policy** severable or a series of individual policies with **You**.

2.14.2 For the avoidance of doubt the above provision does not mean that any malicious, dishonest, fraudulent or criminal act or omission by any individual in connection with this **Policy** shall be imputed to any other individual except and to the extent that an individual has the express or implied authority to act on behalf of another person or entity and any such act or omission is made pursuant to such authority.

2.15 Headings

2.15.1 The description in the headings and subheadings of this **Policy** is solely for convenience, and forms no part of the terms and conditions of coverage.

2.16 Governing Law and Jurisdiction

2.16.1 This **Policy**, its interpretation and any dispute between any parties as to the meaning, construction and / or interpretation of any part of this **Policy** shall be governed by the laws of The Republic of South Africa (unless otherwise stated in the **Schedule**) and the parties to this **Policy** agree to submit to the exclusive jurisdiction of the High Court of South Africa. In respect of court **proceedings**, the parties agree to submit to the exclusive jurisdiction of the High Court of South Africa. Should the parties agree to refer any such dispute to arbitration, then and in that event, the parties agree to be bound by the Rules of the Arbitration Foundation of Southern Africa

2.17 Registration and Licencing Clause

2.17.1 The following conditions must be complied with by **You** throughout the **Policy Period**. If **You** do not comply with these conditions, **We** shall have no liability to **You**.

2.17.2 All Medical Practitioners and/or Dental Practitioners working in connection with **Your Business** must be registered with The Health Professions Council of South Africa (the "HPCSA") or its local equivalent throughout, the **Policy Period**, and must either;

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited

2.17.2.1 be members of a Medical Defence Organisation, and the category of such membership must apply to all services offered or provided by **You**; or

2.17.2.2 hold valid insurance for their own malpractice, and any actual or alleged negligence acts, errors or omissions, with a **limit of indemnity** no less than ZAR 10 million or the local currency equivalent. Such insurance must apply to all services offered or provided by **You**.

2.17.3 All nurses & other regulated healthcare professionals working in connection with **Your Business** must maintain the appropriate registration with the relevant regulatory authority throughout the **Policy Period**.

2.18 Sanctions Clause

2.18.1 **We** shall not be deemed to provide cover nor shall **We** be liable to pay any **Claim** or provide any benefit under this **Policy** to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

2.19 Records

2.19.1 **You** shall at all times:

2.19.1.1 maintain accurate descriptive records of all **Healthcare Services** and **products** and equipment used in procedures. Such records shall be made available for inspection and use by **Us** or **Our** appointed representatives in the investigation or defence of any **Claim** hereunder

2.19.1.2 retain the records referred to in 2.19.1.1 above for a period of time no shorter than that provided for by applicable legislation or required by any applicable regulatory authority;

3. GENERAL EXCLUSIONS

The following exclusions are applicable to the **Policy** as a whole.

We will not indemnify **You** for **Damages, Costs, or Criminal Prosecution Defence Costs** based on or arising out of or in any way involving:

3.1 any;

3.1.1 **Circumstance** or **Claim** notified under any insurance which was in existence prior to the inception of this **Policy**;

3.1.2 **Claim** made threatened or initiated against **You** prior to the inception of this **Policy**;

3.1.3 **Circumstance** known to **You** or which **You** might reasonably have known at the inception of this **Policy**, which would, or might reasonably be expected to give rise to a **Claim**;

3.1.4 **Circumstance** or **Claim** which has been or should reasonably have been notified to **Us** in the proposal.

3.2 any **Property Damage** to any **Property**, including loss of use of **Property**, owned by **You** or in **Your** custody or control or that of any of **Your Employees**;

3.2.1 except that under Section B of this **Policy**, this exclusion shall not apply to **Property** belonging to an **Employee**, patient or visitor;

3.3 any trading losses or trading liabilities incurred by any **Business** managed by or carried on by **You**, including (but not limited to) loss of any **business** or custom.

3.4 any discrimination, humiliation or harassment, that includes but shall not be limited to a **Claim** based on an individual's race, creed, colour, age, gender, national origin, religion, disability, marital status or sexual preference;

3.5 any obligation which **You** may have under workers' compensation, disability benefits, or unemployment compensation law, or any similar law or employment protection legislation and any liability directly or indirectly arising out of any **Claim** for breach of any duty owed by **You** as an employer to any person employed, or former person employed, or applicant for employment;

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

- 3.6** any actual or alleged liability of **Yours** under any oral or written contract or agreement, including but not limited to express warranties or guarantees and any liability of any party assumed by **You** under any oral or written contract or agreement except insofar as any liability would have arisen to the same extent in the absence of such oral or written contract;
- 3.7** any premises including contents (not being premises leased or rented to **You**) which are temporarily occupied by **You** for the purpose of carrying out work in or to such premises;
- 3.8** any mechanically propelled vehicle and/or trailer, any aircraft or other aerial devices, hovercraft or watercraft either owned, used, controlled or operated by **You** or on **Your** behalf;
- 3.9** **You** in any capacity as a director, officer or trustee in respect of the performance or non performance of **Your** duties as such director, officer or trustee. This exclusion shall not apply to a **Claim** or **Circumstance** arising from actual or alleged medical malpractice by such director, officer or trustee in their capacity as a healthcare professional.
- 3.10** any deliberate intent to cause harm;
- 3.11** any fraudulent, dishonest, malicious, criminal or reckless abuse, act or omission by **You** or where **You** or any party for which **You** are vicariously liable was knowingly party to such abuse, act or omission;
- 3.12** the performance of any activities by **You** or on **Your** behalf in connection with **Your Business** whilst any person performing them is under the influence of intoxicants or narcotics.
- 3.13** any actual or alleged physical or verbal abuse or harassment, including any sexual relations, sexual contact or intimacy, sexual harassment or sexual exploitation happening under the guise of, or in the course of **Healthcare Services** rendered by **You** or in the course of any activities performed by **You** or on **Your** behalf in connection with **Your Business**.
- 3.14** any **Claim** or **Circumstance** directly or indirectly caused by or arising out of any action, process, **product**, sale, distribution, installation or involvement related to Poly Implant Prothèse, including but not limited to any actions by its **employees**, distributors, manufacturers or certifiers.
- 3.15** any **Costs**, medical expense payments, **Damages** or payments made in accordance with any Compensation Procedure which **You** will be legally liable to pay in respect of any **Claim** for **Bodily Injury** sustained by any **Research Subject** as a result of their participation in a **Clinical Trial**, except for such liability arising from any actual or alleged negligent act, error or omission which would, but for the existence of such **Clinical Trial** still exist due to the delivery of **Healthcare Services** by **You**.
- 3.16** radiation or radioactive contamination, whether directly or indirectly caused and/or occurring or arising in any form including but not limited to:
- 3.16.1** all forms of radioactive contamination of persons and / or **Property**;
- 3.16.2** any radiation or radioactive contamination from any nuclear fuel, nuclear material including spent fuel, or any nuclear waste at any time possessed, handled, used, processed, stored, transported or disposed of by **You** or on **Your** behalf;
- 3.16.3** any radiation or radioactive contamination in the provision of services by **You**, materials, parts or equipment, any other hazardous properties of the above including radioactive toxic or explosive properties of any nuclear assembly or nuclear component thereof;
- except for the rendering of **Healthcare Services** or **Good Samaritan Acts** by **You** under Section A of this **Policy**, to any patient injured or ill as a direct result of any radiation or radioactive contamination;
- 3.17** any:
- 3.17.1** failure of any programme, instruction or data, for use in any computer or other electronic processing device equipment or system, to function in the way expected or intended; and/or
- 3.17.2** transmission or receipt of any virus programme or code that causes loss or damage to any computer system or prevents or impairs its proper function or performance; and/or
- 3.17.3** **business** conducted or transacted via the Internet, Intranet, Extranet or **Your** own website, or via the transmission of electronic mail or **documents** by electronic means; except in the rendering of **Healthcare Services** or **Good Samaritan Acts** under any operative Sections of this **Policy** to any patient involving the use of information technology;

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

- 3.17.4** malicious or unauthorized electronic attack or access to electronic systems or records, irrespective of where such systems or records are hosted, by a third party with the intention of damaging, destroying, altering, encrypting, overloading or interfering with electronic systems or records under **Your** care, custody or control. This includes theft of data, and denial of service.
- 3.18** war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalization, requisition, destruction of or damage to **property** by or under the order of any government or public or local authority;
- 3.19** any actual or threatened **Pollution** or any requirement for **You** to deal with any **Pollution** except for the rendering of **Healthcare Services** by **You** under any operative Section or **Good Samaritan Acts** to any patient injured or ill as a direct result of any **Pollution**;
- 3.20** asbestos, asbestos fibres or any derivatives of asbestos, whether airborne as a fibre or carried or transmitted on clothing or inhaled or ingested or transmitted by any other means, contained in or forming part of any building, building material or insulating material including any **product** containing asbestos, asbestos fibres or any derivatives of asbestos except for the rendering of **Healthcare Services** or **Good Samaritan Acts** by **You** under any operative Sections to any patient injured or ill as a direct result of asbestos;
- 3.21** any fungus or mycota or any by-product or type of infestation produced by such fungus or mycota, including but not limited to, mould, mildew, mycotoxins, spores, or any biogenic aerosols.
- 3.22** Your insolvency, bankruptcy or de facto insolvency, except in relation to the rendering of **Healthcare Services** or **Good Samaritan Act** to any patient notwithstanding **Your** insolvency, bankruptcy or de facto insolvency.
- 3.23** any wrongful or unlawful detention in breach of the Mental Health Care Act 17 of 2002 (particularly section 40 thereof), or any common law provision or any equivalent law in any jurisdiction.
- 3.24** any actual or alleged negligent act, error or omission which:
- 3.24.1** arises in whole or in part outside the **Territorial Limits** stated in the **Schedule**; and/or
- 3.24.2** is subject to the laws of countries outside such **Territorial Limits**; and/or
- 3.24.3** is the subject to recognition or enforcement of a judgment obtained in countries outside the **Territorial Limits** whether by way of reciprocal agreement or otherwise.
- 3.25** any Joint venture or any other entity involving **You** acting in concert or association with any other party other than any legal liability attributable only to any actual or alleged negligent act, error or omission by **You** in any such venture or association, provided always that details of such entities and activities involved therein are declared to **Us** in the proposal.
- 3.26** any **Claims** made against You by any:
- 3.26.1** entity participating in a joint venture with **You**, other than any legal liability attributable only to any actual or alleged negligent act, error or omission by **You**
- 3.26.2** parent company ultimate holding company or subsidiary company of **Yours**;
- 3.26.3** legal or natural person or entity having or acquiring any financial executive or controlling interest in **You**;
- 3.26.4** entity in which any of **Your** director(s), officer(s), partner(s), trustee(s) or member(s) has any financial, executive or controlling interest.
- 3.27** any indemnity to which **You** are entitled under any other insurance and/or indemnity arrangement for any **Claim** except that if there is or would be but for the existence of this **Policy** any other more specific insurance and/or other indemnity arrangement covering the same **Claim** or **Occurrence** or any part thereof, the relevant Section of this **Policy** shall only contribute in **excess** of such other insurance and/or indemnity arrangement;
- 3.28** any **Bodily Injury** or **Property Damage** that in whole or in part arises directly or indirectly out of:
- 3.28.1** **Terrorism** or any action taken to prevent or address actual or expected **Terrorism**. This exclusion does not apply to **Bodily Injury** or **Property Damage** caused while rendering **Healthcare Services** or **Good Samaritan Acts** to a patient injured or ill as the result of **Terrorism**;

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

- 3.28.2** any loss cost or expense arising out of testing for, monitoring, cleaning up removing, containing treating, detoxifying, neutralizing or disposing of or in any way assessing or responding to the effects of toxic infectious or radioactive matter distributed generated or released as a direct or indirect result of any event described in Paragraph 3.28.1 above regardless of any other cause or event that contributed concurrently, or in any sequence, to such injury, physical damage, physical loss, cost or expense;

This exclusion shall not operate to exclude liability under this **Policy** in respect of the minimum sum required by law to be insured under any Section of this **Policy**, or; any proven or admitted breach of any law or regulation imposing any criminal or civil fines or penalties by **You** or any vicarious liability arising out of any such proven or admitted breach of any such law or regulation imposing such criminal fines or penalties or any punitive, aggravated additional or exemplary **Damages**.

- 3.29** any judgements emanating from the USA, its territories and possessions or Canada.
- 3.30** any **Claim** or **Circumstance** directly or indirectly caused by or arising out of **Bodily Injury** to any **Employee**. However this exclusion shall not apply where such **Employee** is **Your** patient and such **Bodily Injury** has not arisen out of and in the course of their employment.
- 3.31** any **Claim** or **Circumstance** directly or indirectly caused by or arising out of the actions, or **Healthcare Services** of any other **Healthcare Professional** employed by, or working for, on behalf of, or alongside **You** except where such **Healthcare Professional** was disclosed by **You** in the process of applying for this insurance and where coverage for such **Healthcare Professional** under this **Policy** was agreed by **Us** in writing.
- 3.32** any **Claim** or **Circumstance** directly or indirectly caused by, or arising out of Obstetric medicine or Obstetric surgery, including care or management of any pregnancy, intrapartum care and postnatal care.
- 3.32.1** This exclusion shall also include any antenatal scanning, except where such scanning is prior to 20 weeks gestation, or the 'Anomaly Scan', whichever is the soonest.
- 3.32.2** This exclusion shall not apply where **You**, in the course of performing **Healthcare Services**, after reasonable enquiry, were unaware that such patient was pregnant at the time of performing such **Healthcare Services**.
- 3.33** any **Claim** or **Circumstance** directly or indirectly caused by, or arising out of General Practitioner Care.

4. GENERAL EXTENSIONS

Unless stated otherwise these Extensions are subject to all other terms, conditions and exclusions of this **Policy** so far as they can apply.

4.1 Contractual Liability and Indemnity to Principal

- 4.1.1** Notwithstanding the provisions of General Exclusion 3.6 **We** will indemnify **You** under the relevant Section of this Policy against liability in respect of **Bodily Injury** or **Property Damage**:
- 4.1.1.1** To the extent that any contract or agreement entered into by **You** with any Principal so requires and treat the Principal in like manner to **You** in respect of the liability of the Principal arising out of the performance by **You** of such contract or agreement, provided that:
- 4.1.1.1.1** the conduct and control of **Claims** in respect of such **Bodily Injury** or **Property Damage** is vested in the Principal but **We** shall have the right at any time, but not the obligation, to take over and conduct in the name of such Principal the defence and/or investigation and/or settlement of such **Claim** and to prosecute at **Our** own expense and for **Our** own benefit any rights of recovery or subrogation against all other parties or persons.
- 4.1.1.1.2** the Principal shall observe fulfil and be subject to the terms of this **Policy**;
- 4.1.1.1.3** the indemnity shall not apply in respect of liquidated **Damages** or under any penalty clause;
- 4.1.1.1.4** where the **Policy** indemnifies any Principal **We** will treat each such Principal and **You** as though a separate **Policy** had been issued to each of them save in respect of the applicable **Limit of Indemnity**;
- 4.1.1.2** nothing in this Extension shall increase **Our** liability to pay any amount in **excess** of the relevant **Limit of Indemnity** under any Section of this **Policy**;

THE POWER OF KNOWLEDGE

4.1.2 For the purpose of this General Extension 4.1, 'Principal' means: the other party to a contract or agreement for whom **You** are undertaking work or services.

4.2 Sudden and Unintended Pollution

4.2.1 Notwithstanding the provisions of this **Policy** excluding **Pollution**, **We** will indemnify **You** under Section B of this **Policy**, if operative, against legal liability in respect of either **Bodily Injury** or **Property Damage** caused solely by **Pollution** which results from a sudden, identifiable, unintended and unexpected incident and where said incident takes place in its entirety at a specific and identified time and place and during the **Policy Period**, always provided that:

4.2.1.1 **Pollution** which arises out of any one incident shall be deemed to have occurred at the time said incident takes place;

4.2.1.2 nothing in this Extension shall increase **Our** liability to pay any amount in **excess** of any applicable **Limit of Indemnity**.

4.2.1.3 such incident does not take place in whole or in part outside the **Territorial Limits**.

4.3 Criminal Prosecution Defence Costs

4.3.1 Notwithstanding the terms, conditions and exclusions of this **Policy**, **We** will indemnify **You** for **Criminal Prosecution Defence Costs** incurred with **Our** prior written and continuing consent which arise from:

4.3.1.1 alleged contravention by **You**, proven but not admitted, of any laws governing the conduct of the **Business** and/or the provision of **Healthcare Services** (other than statutes governing the ownership or use of motor vehicles, the Labour Relations Act No.66 of 1995, or the Companies Act No.71 of 2008) as read in conjunction with the Criminal Procedure Act No.56 of 1955.

4.3.2 **Our** liability under General Extension 4.3 shall not exceed 10% of the applicable **Limit of Indemnity**, or ZAR 1 million, whichever is the lower, in all during the **Policy Period**. For the avoidance of doubt, any indemnity incurred by **Us** under Extension 4.3 shall erode the applicable **Limit of Indemnity** of this **Policy**.

THE POWER OF KNOWLEDGE

AUTHORISED FINANCIAL SERVICES PROVIDER, LICENCE NUMBER: 6344. APPROVED LLOYD'S COVERHOLDER PIN: 107824DRW

Camargue Underwriting Managers (Pty) Ltd. Co. Reg. No. 2000/028098/07.
33 Glenhove Road, Melrose Estate, 2196. Postnet Suite 250, Private Bag X4, Bedfordview 2008
Telephone: 011 778 9140, Facsimile: 011 778 9199, E-mail: camargue@camargueum.co.za, Website: www.camargueum.co.za

Underwritten by certain underwriters at Lloyd's and Compass Insurance Company Limited