



LEPPARD

UNDERWRITING

Policy Document

Underwritten by Lombard Insurance Company Limited,
an Authorised Financial Services Provider (FSP 1596).

SHERIFF INDEMNITY SCHEME

MASTER POLICY

INTRODUCTION

All words in **bold typeface** have a specific meaning as set out in the [DEFINITIONS](#).

This is a contract of insurance entered into by the **Board**;

- A. for the benefit of its **Sheriffs** and
- B. in recognition of the objectives set out in Section 30 (1) (b) of the **Sheriff's Act**.

This contract is subject to the law of the Republic of South Africa.

The **Premium** is payable by the **Sheriff** in accordance with the **Certificate of Insurance**.

The contract number is:

PREMIUM

Premium As shown of each **Certificate of Insurance**.

AUTHORITY

This contract is entered into by the **Coverholder** as authorised and on **Our** behalf in terms of Contract No. L072016.

Authorised **Coverholder** signature

CONTRACT SCHEDULE

Schedule

You and Your:	each Sheriff .
We, Your insurers, are:	Lombard Insurance Company Limited (Reg. No. 1990/001253/06) (FSP No. 1596).
Contract Period	twelve consecutive calendar months commencing on the Inception Date .
Inception Date:	1 st December 2016.
Retroactive Date:	1 st October 2015.
Limit:	as shown on each Certificate of Insurance .
Deductible:	in respect of the first Claim against You R10,000 in respect of the second Claim against a You R15,000 in respect of the third Claim against a You R20,000
Contract Endorsement:	Multiple Claims Acting Sheriff Retired Sheriff

DEFINITIONS

1. **Any One Claim:** all **Claims** with one original cause or source regardless
 - 1.1. of their number or
 - 1.2. the identity of the claimants or
 - 1.3. whether one event or series of events.
2. **Board** as defined in Section 7 of the **Sheriff's Act**.
3. **Certificate of Insurance:** the confirmation of cover issued to each **Sheriff** subject to the terms of this contract of insurance.
4. **Claim or Claims:** a claim from a **Third Party** that **You** have caused them a **Loss**.
5. **Circumstance or Circumstances:** **Your** knowledge of facts from which **You** ought reasonably to conclude **You** may receive a **Claim**.
6. **Compensation:** an amount that a **Third Party** is awarded by judgment or a settlement agreed to by **Us** as compensation for a **Loss**.
7. **Computer, Data, Electronic Systems:** information and communication technology devices and facilities for the electronic storage, transmission, receipt, retrieval and processing of computer software, data, voice communications and networking equipment or facilities which enable connection to other devices or networks.
8. **Contract Period:** the period shown in the **Schedule**.
9. **Costs and Expenses:** all amounts **We** spend or **You** spend with **Our** prior written approval, all paid as part of the **Limit**, in using:
 - 9.1. Specialist, forensic or expert resources to investigate, defend or settle a **Claim** and/or
 - 9.2. responding to any regulatory enquiry, disciplinary process, inquest, proceeding or criminal prosecution which relate to a **Claim**.
10. **Coverholder:** Leppard and Associates (Proprietary) Limited
Registration No. 1991/002788/07 and FSP No.274
Po Box 2730, Houghton, 2041, South Africa.
E-mail: pi@leppard.co.za and Fax: +27112685887
11. **Damage:** the physical damage to or loss of use or control of any tangible property.
12. **Deductible:** the amount to be borne by **You** at **Your** own cost in respect of the first part of **Any One Claim** and **Costs and Expenses**.
13. **Deputy Sheriff** an individual in good standing and registered in terms of Section 6 (1) of the **Sheriff's Act**.
14. **Documents:** any words, numbers, still or moving images or graphics maintained in or on any medium whether in physical, electronic, broadcast or any other form but excluding computer operating and software programs.

15. **Employee:** any person employed under a contract of employment or apprenticeship and supervised by a **Sheriff** or **Deputy Sheriff** for the purpose of performing **Professional Services**.
16. **Inception Date:** the date shown in the **Schedule**.
17. **Injury:** the death of or injury to or illness affecting any person.
18. **Limit or Limits:** the maximum amount **We** will pay **You** as indemnity plus **Value Added Tax** in addition.
19. **Loss:** **Damage** or any monetary loss.
20. **Malicious Code:** any virus, Trojan Horse, worm, spyware or other disabling, invasive or destructive computer code.
21. **Pollution:** the escape of any gas, liquid, substance or noise.
22. **Premium:** the amount shown in the **Schedule** payable to **Us** in return for **Our** undertaking to provide benefits.
23. **Professional Services:** the performance of the duties as set out in the **Sheriff's Act**.
24. **Property:** any money or property of whatsoever nature and whether in physical, digital, negotiable or temporary form.
25. **Retroactive date:** the date(s) shown in the **Schedule**.
26. **Schedule:** the summary of the key terms of this contract.
27. **Sheriff** (or **Sheriffs** if context applies) an individual in good standing and registered in terms of Section 2 (1) of the **Sheriff's Act**.
28. **Sheriff's Act** the Sheriff's Act 90 of 1986 and as amended.
29. **Third Party:** any party who is not **You** or **Us**.
30. **VAT:** the tax applicable to goods and services in terms of the Value Added Tax Act, 1991.
31. **We, Our and Us:** Lombard Insurance Company Limited.
(Reg. No. 1990/001253/06) (FSP No. 1596)
32. **You or Your:**
- 32.1. each **Sheriff** and
 - 32.2. each **Deputy Sheriff** and

WHAT IS COVERED

34. **We** agree, unless stated otherwise in this contract including any endorsement and provided the **Premium** has been paid;
- 34.1 to indemnify **You** for **Your** legal liability to pay **Compensation** to a **Third Party** as a result of a **Claim** first made against **You** during the **Contract Period** up to the **Limit** subject to the **Deductible** arising from;
- 34.1.1 any negligent act error omission misrepresentation misstatement whenever or wherever committed or alleged to have been committed, by **You**,
- 34.1.2 any unintentional breach of confidentiality trust authority privacy whenever or wherever committed or alleged to have been committed, by **You**,
- 34.1.3 any defamation by **You** by reason of words written or spoken,
- 34.1.4 the wrongful arrest or negligent rescue or escape of a **Third Party**.
- 34.1.5 any dishonest, fraudulent, criminal act or omission committed by an **Employee** provided that no indemnity shall be afforded to anyone committing or condoning such dishonest, fraudulent, malicious or criminal act or omission,
- 34.2 to pay for **Costs and Expenses**;
- arising out of **Your Professional Services**.

WHAT IS NOT COVERED

35. **We** will not provide an indemnity to **You** for any legal liability nor pay any **Costs and Expenses**:

- 35.1. Computer Virus: arising by reason of the introduction of **Malicious Code** by **You** or a **Third Party** into any **Computer, Data, Electronic Systems** resulting in the incapacity or failure correctly or at all to capture save retain or to process any data.
- 35.2. Contractual: agreed or assumed by **You** under any contract unless the legal liability would have attached to **You** in the absence of the contract.
- 35.3. **Damage** in relation to **Damage** which does not arise out of **Your Professional Services**.
- 35.4. Deliberate Act: if **You** deliberately or wilfully disregard the need to take reasonable steps to prevent a **Loss**.
- 35.5. Director: arising out of the duties and responsibilities of any person as defined under Section 77 of the Companies Act 2008.
- 35.6. **Employee**: for **Claims** made by an **Employee**.
- 35.7. Finance, Insurance: arising out of **Your** failure to arrange finance or to effect or maintain insurance.
- 35.8. Financial Performance: arising out of;
- 35.8.1.1. the failure of investments to perform unless negligence on **Your** part is proved on or before the date of the failure of the investments.
- 35.8.1.2. any warranty, guarantee or forecast given by **You** as to the potential performance of any investment.
- 35.8.1.3. the insolvency of an insurance or reinsurance company or any financial institution or advice, warranty or guarantee **You** give in relation to the financial solvency of any company or institution.
- 35.9. Fines and Penalties: for any fines penalties punitive or exemplary damages unless they are indemnified as **Compensation**.
- 35.10. Fraud: if **You** are involved in or party to a fraud committed against **Us**.
- 35.11. **Injury**: for any **Injury** to any person.
- 35.12. Insolvency, trading: arising out of **Your** insolvency or trading losses and liabilities.
- 35.13. Other Insurance: for which **You** are entitled to an indemnity under any other insurance or indemnity.
- 35.14. Pollution: arising directly or indirectly from **Pollution**.
- 35.15. Previous Claims: for a **Claim** or **Circumstance** which was or should reasonably have been disclosed to **Us** or a **Third Party** prior to the **Inception Date** or the date **We** agree to incept this contract whichever is the later date.

- 35.16. **Property** arising out of the theft, misappropriation, disappearance whether explained or unexplained, of any **Property** in **You** possession or for which **You** are responsible.
- 35.17. Related Companies: in respect of any **Claim** made against **You** by **You** holding or subsidiary companies or any person or entity having an monetary interest, administrative or managerial influence on **You** unless such **Claim** is as a direct result of **Your Professional Services**.
- 35.18. Retroactive Date: arising out of **Professional Services** performed prior to the **Retroactive Date**.
- 35.19. Sanctions: which would result in **Us** breaching any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, Federal Republic of Germany, United Kingdom or United States of America.
- 35.20. USA and Canada: arising out of any;
- 35.20.1. **Professional Services** conducted in or
35.20.2. **Claim** brought initially in
any country or territory that operates under the laws of the United States of America or Canada.
- 35.21. War, Nuclear, Asbestos: arising directly or indirectly from
- 35.21.1. war, foreign enemy, hostility, civil unrest or terrorism,
35.21.2. nuclear fuel, material or waste,
35.21.3. asbestos.
- 35.22. Warranties: arising out of any performance warranties given by **You** unless legal liability would have attached to **You** in the absence of such warranties.

COMPLIANCE

36. **You** have to comply with the following and if **You** fail to do so it may, in **Our** sole discretion, result in no indemnity being due to **You**.

36.1. Notification:

You must notify the **Coverholder** in writing as soon as but in any event not later than 20 business days after;

36.1.1. **You** receive a **Claim**.

36.1.2. **You** become aware of a **Circumstance**.

36.1.3. **You** receive notice of any criminal prosecution.

36.2. Admission:

You must not admit to any liability for a **Claim** unless **We** agree in writing that **You** may do so.

36.3. Assistance and disclosure:

You must

36.3.1. give all reasonable assistance, at **Your** own cost and

36.3.2. fully and truthfully disclose information

to **Us** and **Our** representatives in relation to any notified **Claim** or **Circumstance**.

36.4. Material changes:

You must notify **Us** of material changes to **Your Business** as soon as possible.

36.5. **Premium** and **Deductible**:

the **Premium** must be paid and **You** must pay the **Deductible**.

36.6. Statutory requirements:

You must comply with all laws governing **Your Professional Services**.

CONDITIONS

37. **Contract cancellation:** This contract may only be cancelled by the **Board** but subject to the **Board** providing **Us** 20 business days' written notice of cancellation.
38. **Circumstance:** Should a **Claim** arise out of any **Circumstance You** notified to and was accepted by **Us** then this contract will apply to that **Claim**.
39. **Claim settlement or defence:** **We** will decide whether to settle or defend a **Claim** but **You** will not be required to contest any legal proceedings unless a Senior Counsel confirms that there is a reasonable prospect of success.
- If **You** disagree with any proposed settlement of a **Claim We** will pay **You** the applicable **Limit** or any lower amount acceptable to the **Third Party** to settle the **Claim**. If this occurs, then **We** will have no further obligation in respect of such **Claim**.
40. **Rights of recovery:** **We** may recover any amount **We** pay in terms of this contract from;
- 40.1. any **Employee** who commits a dishonest, fraudulent, criminal or malicious act causing **Your** liability.
- 40.2. any **Third Party** causing **Your** liability.
- Any amount recovered will be used firstly to reduce the amounts **We** have paid in terms of this contract and secondly to reimburse **You**.
41. **Disputes:** If a dispute arises between **You** and **Us** then either:
- 41.1. it must be referred in writing to an arbitrator with appropriate expertise who will conduct the arbitration in terms of the rules and be appointed by the Chairman of the Arbitration Foundation of South Africa and any decision will be final and binding or
- 41.2. **You** may sue **Us** in which case summons must be served on:
- Lombard Insurance Company Limited,
Ground Floor, Block C, Sunnyside Office Park,
2 Carse O'Gowrie Road, Parktown 2193,
Johannesburg, South Africa.

CONTRACT ENDORSEMENT:

1. Multiple Claims

In the event **You** notify three **Claims** during the **Contract Period** it is a condition of continued cover that the **Sheriff** submits to a risk and practice review focussed on the **Sheriff's** business practices, protocols and training.

The cost of this review shall be borne by the **Sheriff**.

2. Acting Sheriffs

Definition: **Acting Sheriff:** any person as defined in section 5(1) of the **Sheriff's Act**.

For the purposes of this endorsement;

2.1 the definition of **You** extends to include an **Acting Sheriff**.

2.2 the **Limit** is R1,000,000.

2.3 the **Deductible** is R10,000.

3. Retired Sheriffs

Definition: **Retired Sheriff:** any person who was a **Sheriff** but who is no longer providing **Professional Services**.

For the purposes of this endorsement;

3.1 the definition of **You** extends to include a **Retired Sheriff**.

3.2 the **Limit** is R1,000,000.

3.3 the **Deductible** is R10,000.



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