



Holland.

tourism

Policy Wording

V4 2022/10

WELCOME TO HOLLARD

How to Contact Us

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How to Resolve a Complaint or Dispute

Step 1: Let us know

If you have a complaint, the first thing to do is to speak to your broker or to us.

If the complaint is related specifically to a claim, it should be referred to the Claims Manager, who will refer it as may be needed.

Should you not be satisfied with our response or the outcome, move on to Step 2.

Step 2: Seek an independent review

You are entitled to seek an external review of Hollard's decision.

Namibia Financial Institutions Supervisory Authority (NAMFISA)

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GLOSSARY

Company/Insurer	The insurance company who carries the risk as specified in the Schedule, being Hollard Insurance Company of Namibia Limited.
Cover Note	Temporary evidence of the granting of insurance.
Deductible	See 'First Amount Payable'.
Endorsement	Documentary evidence of an alteration to a policy of insurance.
Excess	See 'First Amount Payable'
First Amount Payable	That portion of a loss which is payable by the Insured when a claim is made under the Policy.
Insurable Interest	The principle which requires a person effecting insurance to have a legally recognised relationship to the subject matter of the insurance.
Insured	A person or legal entity that buys insurance cover, as stated in the Schedule.
Reinstatement Sum Insured	The restoration of the sum insured after it has been reduced through the payment of a claim.
Replacement Cost	The value of property as indicated by the current purchase price of a similar article.
Risk Management	The process of analysing exposure to risk and determining how best to handle such exposure. The business discipline applied to manage those risks that may cause losses.
Subrogation	The right of the Company to stand in a place of the Insured and take up the latter's legal rights against a third party in the name of the Insured.
Sum Insured	The monetary limit of the Company's liability under a policy.
Unoccupied	The premises are furnished but no person who is legally entitled to be on the premises, is on such premises.
Vacant	The premises are completely empty of either goods or persons legally entitled to be on the premises.

THE CONTRACT

The policy wording, policy schedule, and any risk assessment form completed by or on behalf of the Insured, constitutes the contract between the Company and the Insured named in the policy schedule.

Any application or statement made by the Insured will form the basis of this policy and be an integral part thereof and the documents will be read together.

GENERAL EXCEPTIONS, CONDITIONS & PROVISIONS

Subject to the terms, Clauses, Exceptions, and Conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the Premium by or on behalf of the Insured and receipt thereof by, or on behalf of the Company, the Company specified in the Schedule agrees to indemnify or compensate the Insured by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the Sections up to the sums Insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the term 'Company' shall be amended to 'Insurers' wherever it appears in this Policy. In this event the percentage share of each insurer will be as expressed in the Schedule of this Policy and the liability of each insurer individually shall be limited to the percentage share set against its name.

Specific Exceptions, Conditions and Provisions shall override General Exceptions, Conditions and Provisions.

GENERAL EXCEPTIONS

1. War, Riot, and Terrorism Exclusion

- 1.1 This Policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by or related to or in consequence of:
 - 1.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;
 - 1.1.2 war, invasion, acts of foreign enemies, hostilities, or warlike operations (whether war be declared or not) or civil war;
 - 1.1.3
 - 1.1.3.1 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or because which determines the proclamation or maintenance of martial law or state of siege;
 - 1.1.3.2 insurrection, rebellion, or revolution;
 - 1.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local, or tribal authority with force or by means of fear, terrorism, or violence;
 - 1.1.5 any act which is calculated or directed to bring about loss or damage or bodily injury or death or liability in order to further any political aim, objective, or cause, or to bring about any social or economic change, or in protest against any State or Government or any provincial, local, or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - 1.1.6 any attempt to perform any act referred to in Clause 1.1.4 or 1.1.5 above;
 - 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Company alleges that, by reason of Clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this Exception, loss or damage or bodily injury or death or liability is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- 1.2 This Policy does not cover loss or damage or bodily injury or death or liability caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 85 of 1976 and the amendments to this Act or any similar Act and amendments operative in any of the territories to which this Policy applies.
- 1.3 Notwithstanding any Provision of this Policy including any Exclusion, Exception or Extension or other Provision not included herein which would otherwise override a General Exception, this Policy does

not cover loss of or damage to property or bodily injury or death or liability or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or bodily injury or death or liability or expense.

For the purpose of this General Exception 1.3 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes, including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Company alleges that, by reason of Clause 1.3 of this Exception, loss or damage or bodily injury or death or liability is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

2. Nuclear Energy Risk Exclusion

This Policy shall exclude Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

For all purposes of this Contract Nuclear Energy Risks shall mean all first and/or third party insurances or reinsurances (other than Workers' Compensation and Employers' Liability) in respect of:

- 2.1 all Property on the site of a nuclear power station. Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.
- 2.2 all Property, on any site (including but not limited to the sites referred to in 2.1 above) used or having been used for:
 - 2.2.1 the generation of nuclear energy or
 - 2.2.2 the production, use or storage of nuclear material.
- 2.3 any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.
- 2.4 the supply of goods and services to any of the sites, described in 2.1 to 2.3 above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except as under-noted, Nuclear Energy Risks shall not include:

- I. any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning of Property as described in 2.1 to 2.3 above (including contractors' plant and equipment;
- II. any machinery breakdown or other Engineering insurance or reinsurance not coming within the scope of (I) above.

PROVIDED ALWAYS THAT such insurance or reinsurance shall exclude the perils of irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- I. the provision of any insurance or reinsurance whatsoever in respect of:
 - i. Nuclear Material;
 - ii. any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.
- II. the provision of any insurance or reinsurance for the under-noted perils:
 - i. fire, lightning, explosion;
 - ii. earthquake;

- iii. aircraft and other aerial devices or articles dropped therefrom;
- iv. irradiation and radioactive contamination;
- v. any other peril insured by the relevant local Nuclear Insurance Pool and/or Association.

In respect of any other Property not specified in (I) above which directly involves the production, use or storage of Nuclear Material as from the introduction of Nuclear Material into such Property.

Definitions

Nuclear Material	(i) Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material; and (ii) Radioactive Products or Waste.
Radioactive Products or Waste	Any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilization of nuclear fuel but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial, or industrial purpose.
Nuclear Installation	(i) Any Nuclear Reactor; (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.
Nuclear Reactor	Any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without an additional source of neutrons.
Production	Use or storage of Nuclear Material' means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling, and disposal of Nuclear Material.
Property	All land, buildings, structures, plant equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.
High Radioactivity Zone or Area	(i) For nuclear power stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store; and (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

3. Nuclear Causes Exclusion

Unless specifically agreed in respect of an insured loss involving Nuclear Material under determined circumstances, this Contract does not cover legal liability, loss (including consequential loss) or damage, cost or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives, or any nuclear weapon.

Notwithstanding the above exclusion, this Contract shall also exclude legal liability, loss including consequential loss or damage, cost or expense caused directly or indirectly by or contributed to by or arising from ionizing radiation or contamination by radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

Definitions

Nuclear material	As defined in General Exclusion 2. Nuclear Energy Risk Exclusion.
Nuclear fission	A nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
Nuclear fusion	A nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
Nuclear radiation	The absorption of the electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
Nuclear waste	Radioactive products or waste as defined in General Exclusion 2. Nuclear Energy Risk Exclusion.
Nuclear fuels	A substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
Nuclear explosive	An explosive involving the release of energy by nuclear fission or fusion or both.
Nuclear weapon	A nuclear device designed, used, or capable of being used for the inflicting of bodily harm or property damage.

4. Asbestos Exclusion

It is hereby understood and agreed that this Policy shall not apply to, and does not cover, any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

5. Cyber Loss Exclusion

5.1 Notwithstanding any provision to the contrary within this policy or any endorsement thereto, this policy agreement excludes all loss, damage, liability, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:

- 5.1.1 any loss of, alteration of, or damage to or a reduction in the functionality, availability, or operation of a Computer System, unless subject to the provisions of paragraph 5.2;
- 5.1.2 any loss of use, reduction in functionality, repair, replacement, restoration, or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 5.2.

5.2 Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover:

- 5.2.1 loss, damage, liability, cost, or expense directly caused by, resulting from, or arising out of physical damage to property insured under the original policies and any Time Element Loss directly resulting therefrom;
- 5.2.2 physical loss or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing, or restoring the Data from back-up or from originals of a previous generation. If the media is not repaired, replaced, or restored the basis of valuation shall be the cost of the blank Data Processing Media (However this policy does not cover any amount pertaining to the value of Data to the Insured or any other party, even if such Data cannot be recreated, gathered, or assembled);

where such physical damage is directly occasioned by otherwise covered perils under subject Policies and not otherwise excluded under this policy.

5.3 Definitions

Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.
Data	Information, facts, concepts, code, or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted, or stored by a Computer System.
Time Element Loss	Business interruption, contingent business interruption or any other consequential losses.
Data Processing Media	Any property insured by this policy on which Data can be stored but not the Data itself

6. Communicable Disease Exclusion

- 6.1 This Policy, subject to all applicable terms, Conditions and Exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other Provision of this Policy to the contrary, this Policy does not insure any loss, damage, claim, cost, expense, liability, or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.
- 6.2 This policy furthermore specifically excludes all actual or alleged loss, liability, including liability to a third-party, compensation, injury, sickness, disease, death, medical payment, defence cost or any other amount incurred by or accruing to the Insured, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease.
- 6.3 For the purposes of this Exclusion, loss, damage, claim, cost, expense, liability, or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
- 6.3.1 for a Communicable Disease, or
- 6.3.2 any property Insured hereunder that is affected by such Communicable Disease.
- 6.4 Definition

Communicable Disease	Any disease which can be transmitted by means of any substance or agent from any organism to another organism where: a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not; b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms; c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property Insured hereunder.
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- 6.5 This Exclusion applies to all Clauses, Conditions, Extensions, Optional Extensions, Exceptions to any Exclusion and other coverage grant(s).

7. Fish River and its Tributaries Flood Exclusion

Notwithstanding any Provision of this Policy, including any Exclusion, Exception or extension or other Provision, which would otherwise override a General Exception, this Policy does not cover any loss, destruction, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of flooding to any property or Insured person or legal entity situated downstream of the Hardap Dam and the lower Fish river and its tributaries within the area downstream of the Hardap Dam, irrespective of whether or not the property, Insured person or legal entity was situated permanently, temporarily or incidentally at the location in question.

8. Non-Damage Exclusion

Notwithstanding any provision of this policy including any exclusion, extension or other conditions, clauses or terms included herein which would otherwise override a General Exclusion, all Property Damage losses and/or resultant Business Interruption losses and/or costs in connection with or arising directly or indirectly, of whatsoever nature, where the loss is not due to physical damage to insured property, including any act of a lawfully established or recognised authority, in relation to closure, restriction, or prevention of access, in dealing with the foregoing is explicitly excluded and not covered. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).

9. Sanctions Exclusion

The Company shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company 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.

10. Transmission and Distribution Lines Exclusion

All above ground transmission and distribution lines, including wires, cables, poles, pylons, standards, towers, and any equipment of any type which may be attendant to such installations, including substations of any description. This exclusion includes but is not limited to transmission or distribution of electrical power, telephone or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to all equipment other than those on or within 1500 metres from the insured structure.

This exclusion applies both to physical loss or damage to the equipment and all business interruption consequential loss, and/or other contingent losses related to transmission and distribution lines.

11. Aviation Hull and Cargo Business Interruption Exclusion

The Company shall not be liable to pay any claim or provide any benefit in respect of aviation hull, cargo, and/or liability including aviation cargo and all resultant business interruption therefrom.

GENERAL CONDITIONS

1. Misrepresentation, misdescription or non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, Section or Sub-Section of the Policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Other insurance

If, at the time of any event giving rise to a claim under this Policy, an insurance exists with any other insurers covering the Insured against the defined events, the Company shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event. If any such other insurance is subject to any Condition of average, this Policy, if not already subject to any Condition of average, shall be subject to average in like manner.

3. Cancellation

3.1 Notice

This Policy, Policy Section or item may be cancelled at any time by the Company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice.

3.2 Pro-rata premium

On cancellation by the Insured, the Company shall be entitled to retain the customary short period or minimum Premium for the period the Policy, Policy Section or item has been in force. On cancellation by the Company, the Insured shall be entitled to claim a pro-rata proportion of the Premium for the remainder of the period of insurance from the date of cancellation, subject to General Condition 4.

4. Premium payment

4.1 Where Premium is payable by Bank debit

The Premium is due in advance and, if not received by the Company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the Insured can show that failure to make payment was an error on the part of his/her bank or other paying agent. The due date will be the first day of every calendar month where Premium is payable monthly and the first day of each third or each sixth or each twelfth calendar month, following inception where Premium is payable quarterly, half-yearly or annually.

Should an event occur which results in a claim during the month for which the Premium has not been paid the Insured will be requested to first settle the outstanding Premium before the claim can be processed.

If the Premium for two consecutive months (on submission of two debit orders) is not paid, then the Policy will be cancelled with retrospective effect from midnight on the last day for which the Company had received Premium. No further request for Premium payments will be made thereafter.

4.2 Where the premium is paid quarterly, bi-annually, or annually

The premium is due and payable on or before the inception date or renewal date as the case may be but must be paid within 30 days. The Company shall not be obliged to accept premium tendered to it more than 30 days after the inception date or renewal date as the case may be, but may do so upon such terms as it, at its sole discretion, may determine.

4.3 Where the premium is paid monthly

The premium is due and payable on or before the inception date or the first day of each month thereafter as the case may be. If the premium has not been paid for any reason other than the Insured having stopped payment, the Company will re-debit in the following month for two months' premium. If the full double premium has not been paid, the policy will be cancelled from the date of the first unpaid premium.

If all premiums have not been paid, any claims made will not be settled under this policy.

5. Adjustment of premium

If the Premium for any Section of this Policy has been calculated on any estimated figures, the Insured shall, after the expiry of each period of insurance, furnish the Company with such particulars and information as the Company may require for the purpose of recalculation of the Premium for such period. Any difference shall be paid by or to the Insured as the case may be.

6. Prevention of loss

The Insured shall take all reasonable steps and precautions to prevent accidents or losses, take reasonable care to protect and maintain the insured property including but not limited to, compliance and adherence to all laws and regulations which are material to the risk. The Insured warrants that all laws, regulations, by-laws and rules that apply to the business or any other matter for which cover is provided in terms of this

Policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this Policy is issued or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law, or rule shall entitle the insurer to reject any claim where such failure is material to the claim.

7. Claims

7.1 Notice

The Insured shall, on the happening of any event which may result in a claim under this Policy, and at its own expense:

- 7.1.1 Give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby Insured;
- 7.1.2 As soon as practicable after the event or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;
- 7.1.3 Immediately after the event inform the Police of any claim involving theft or loss of property and take all practical steps to discover the guilty party and to recover the stolen or lost property;
- 7.1.4 Preserve all property following a loss.

7.2 Unlawful use, theft, loss, or malicious damage to property

In the event of any claim involving unlawful use of a motor vehicle or any theft or loss or malicious damage to property, the Insured or the person in whose control or under whose custody such articles are, shall report the occurrence to the Police immediately in the area where the loss has occurred and take all possible steps to trace the guilty party and to recover the stolen or lost property.

7.3 Injuries

In respect of any claim for personal injury under this Policy where such cover is granted all certifications, information and evidence required by the Company shall be furnished at the expense of the Insured and an injured person shall as often as required by the Company submit to medical examination at the Company's expense. The Company shall not be liable to make payment unless this Condition is complied with to their satisfaction.

Qualified medical advice shall be sought and followed promptly on the occurrence of any bodily injury and the Company shall not be liable for any part of any claim which in the opinion of their medical adviser arises from the unreasonable or wilful neglect or failure of an Insured Person to seek and remain under the care of a qualified member of the medical profession.

The Company shall in the case of death be entitled to have a post-mortem examination carried out.

7.4 Legal processes

The Insured shall immediately advise the Company of any impending prosecution or inquest and forward to the Company immediately any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim.

7.5 No admission of liability

The Insured shall not incur any expense (except as specifically provided for in this Policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit, or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Company.

7.6 Limitation of liability

The Company shall not be liable under more than one Section of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss, or damage

except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits.

7.7 Prescription period

7.7.1 Expiry of claim

No claim shall be payable after expiry of 24 months or such further time as the Company may allow in writing, from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the Insured's legal liability to a third party;

PROVIDED THAT this Condition shall not apply to claims under Sections:

7.7.1.1 Business Interruption;

7.7.1.2 Fidelity Guarantee;

7.7.1.3 Stated Benefits or Group Personal Accident including Personal Accident (assault) under Money.

7.7.2 Rejections

No claim shall be payable unless the Insured claims payment by serving legal process on the Company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.

7.8 Recovery

If, after payment of the claim in respect of lost or stolen property, such property is located or recovered, the Insured shall render all assistance and identification in the recovery of such property.

7.8.1 The Company shall pay for the reasonable cost in identifying such property.

7.8.2 Failure to assist the Company in the recovery of the said property the Insured shall become legally liable to repay the Company all payments and expenses in respect of the claim.

7.8.3 If the property was successfully recovered the Company will be the rightful owner of the property.

7.8.4 If the Company replaces or reinstates such property, the Company shall have the option to take ownership thereof.

8. Company's rights after an event

8.1 the happening of any event in respect of which a claim is or may be made under this Policy, the Company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any Conditions of this Policy:

8.1.1 take, enter, or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the Company to do so. The Insured shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not;

8.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment, or indemnity shall be made by the Insured without the written consent of the Company.

8.2 The Insured shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be, or would become, subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

8.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Company shall thereafter not be under further liability in respect of such event.

9. Deliberate or fraudulent acts in making a claim

All benefits afforded in terms of this Policy in respect of any claim shall be forfeited and this Policy may be voided or cancelled at the Company's discretion from the date of any fraudulent conduct:

- 9.1 if any claim or part thereof under this Policy is in any way fraudulent or if fraudulent means or devices are used by the Insured or anyone acting on the Insured's behalf to obtain any benefit under this Policy, or if any Insured event under this Policy is occasioned by the Insured's intentional conduct or that of any person acting on the Insured's behalf or with the Insured's connivance; or
- 9.2 if any fraudulent information and/or document, whether created by the Insured or any other party is provided to the Company by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance in substantiation or support of any claim under this Policy and whether or not the claim in itself is fraudulent; or
- 9.3 if the quantum of any claim is deliberately exaggerated by the Insured or anyone acting on the Insured's behalf or with the Insured's connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this Policy is forfeited in circumstances set out in this General Condition, the Insured shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

10. Reinstatement of cover after loss

(not applicable to stock on a declaration basis nor to any Section where it is stated to be not applicable)

In consideration of sums Insured not being reduced where appropriate by the amount of any loss, the Insured shall pay additional Premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

11. Breach of conditions

The Conditions of this Policy and Sections thereof shall apply individually to each of the risks Insured and not collectively to them so that any breach shall render voidable the Section only in respect of the risk to which the breach applies.

12. No rights to other persons

Unless otherwise provided, nothing in this Policy shall give any rights to any person other than the Insured. Any extension providing indemnity to any person other than the Insured shall not give any rights to claim to such person, the intention being that the Insured shall claim on behalf of such person. The receipt of the Insured shall in every case be a full discharge to the Company.

13. Collective insurance

If this insurance is a collective insurance, then the following amendment is made to General Condition 7.1.2:

"Give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the Insured in connection with the event giving rise to the claim."

and General Condition 8 is substituted by the following:

"Company's rights after an event:

- 8.1 On the happening of any event in respect of which a claim is or may be made under this Policy the leading insurer and every person authorised by them may, without thereby incurring such liability and without diminishing the right of the insurers to rely upon any Conditions of this Policy:
 - 8.1.1 take, enter, or keep possession of any damaged property and deal with it in any reasonable manner. This Condition shall be evidence of the leave and licence of the Insured to the lead insurer on behalf of all insurers to do so. The Insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not;

- 8.1.2 take over and conduct in the name of the Insured the defence or settlement of any claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment, or indemnity shall be made by the Insured without the written consent of the leading insurer.
- 8.2 The Insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights to which the insurers shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.
- 8.3 In respect of any Section of this Policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the Insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event."

14. Value Added Tax (VAT)

14.1 Definition

VAT shall mean the amount of Value Added Tax payable by the Insured or the Company to the revenue authorities in the Republic of Namibia.

14.2 VAT-inclusive conditions

It is understood and agreed that the monetary amounts as reflected in the sums Insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this Policy and to which sums the Terms, Conditions, Provisions and Limitations of this Policy shall apply, and value-added tax at the current rate as promulgated in legislation relating thereto.

Subject to such sums/limits of indemnity being adequate to embrace the amounts described under 14.1 and 14.2 above, the Company will, to the extent that the Insured is accountable to the tax authorities for value-added tax in respect of any payment in terms of this Policy, include the amount of such tax in the final settlement of any claim in terms of this Policy,

PROVIDED THAT the total amount payable for any Defined Event and the value-added tax related thereto shall not exceed the sum Insured /limit of indemnity set against such Defined Event.

In circumstances referred to herein under which the Insured is required to bear the first amount of any loss, such amount shall also be inclusive of value-added tax in like manner to the sum Insured /limit of indemnity referred to above.

Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums Insured, limits of indemnity and, if appropriate, Premiums shall be adjusted automatically.

15. Consent to disclosure of private information

- 15.1 The Insured acknowledges that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting Premiums.
- 15.2 On behalf of the Insured and on behalf of anyone the Insured represents herein, the Insured hereby waives any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by the Insured, or on behalf of the Insured.
- 15.3 The Insured consents to such information being stored in the shared database and used as set out above.
- 15.4 The Insured also consents to such information being disclosed to any insurer or its agent.
- 15.5 The Insured further consents to any underwriting information being verified against legally recognised sources or databases.
- 15.6 The Insured agrees that this consent clause will survive the termination for whatever reason of the Policy, including its cancellation or lapsing.

16. Interest on payments

No interest will be payable on any amount due by the Company in terms of this Policy unless a Court of Law orders otherwise.

17. Law and jurisdiction

Any dispute between the Insured and the insurers in connection with or arising out of the Policy shall be decided exclusively in accordance with the laws of the Republic of Namibia and exclusively by a competent High Court of Namibia. The Insured therefore agreed that any matter is to be heard in the jurisdiction of the High Court of Namibia.

The Insured undertakes that they will not institute any action against the Insurers nor bring joinder proceedings against the Insurers in the court of any country other than the Republic of Namibia.

18. Change of interest/disclosure/non-disclosure

18.1 Before the Insured enters into a contract of insurance with the Company, the Insured has a duty to disclose to the insurer every matter known, or that the reasonable person in a similar position could reasonably be expected to know, is relevant to the Company's decision whether to accept the risk of the insurance and, if so, on what terms.

18.2 The Insured has the same duty to disclose those matters to the Company before the Policy is renewed, extended, amended, or reinstated.

18.3 Failure to comply with the duty of disclosure, the Company may be entitled to reduce its liability under the Policy in respect of a claim or may void the Policy from the date of the material change of risk or non-disclosure.

18.4 Further, the cover provided by this Policy shall be void with respect to any item Insured:

18.4.1 to which any alteration after the commencement of this insurance takes place;

18.4.2 whereby the Insured's interest ceases except by will or operation of law;

unless notice has been given to the Company in writing as soon as practicable after such alteration and an additional Premium paid if required.

19. Alterations to the business

19.1 The Insured must immediately advise the Company in writing of any changes to the business that may increase the risk or result in an increased chance of destruction, loss or damage to property Insured or liability to third parties.

19.2 The definition of change referred to in 19.1 shall include but not be limited to:

19.2.1 changes in the name of the Insured or directors or partners;

19.2.2 changes to the address or location of the business;

19.2.3 changes in the nature of the business activities, trade, or occupation;

19.2.4 alterations in construction of the premises;

19.2.5 new business products not previously disclosed to the Company;

19.2.6 change of tenants if you are leasing out property;

19.2.7 additional premises occupied.

19.3 The Company may at its own discretion:

19.3.1 adjust the Premium or terms of the Policy;

19.3.2 require additional Terms, Conditions or Provisions;

19.3.3 cancel the Policy in accordance with the Provisions of the Policy.

The Company will not be under any obligation to indemnify the Insured in respect of any claim(s) until the Company has agreed in writing to accept the altered risk.

20. Insurable interest

- 20.1 The Insured must have an insurable interest in any item Insured under this Policy at the date of the event giving rise to a claim.
- 20.2 If the Insured's insurable interest in an Insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement or similar arrangement) who bears the risk or will suffer financial prejudice of loss, the Insured must advise the Company of the nature and extent of the insurable interest before the cover commences.
- 20.3 The cover for any such item will start only when the Company has given written confirmation and agreed to insure the property.
- 20.4 Should the nature or extent of the insurable interest in any item Insured under this Policy change, the Insured must notify the Company immediately in writing of such change. Failure to do so may entitle the Company to reject the claim if the Insured's insurable interest was not agreed to by the Company.

21. Detention, confiscation, and forfeiture

This Policy does not cover any loss, damage, cost, or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, Namibian Police Services, crime prevention units or other officials or authorities.

22. Theft by false pretences and fraud

This Policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

23. Policy and Schedule

Should there be any conflict in interpretation between contents of the policy wording and contents of the Schedule, the Schedule shall be given precedence.

24. Defective design, lack of maintenance and cost of maintenance

The insurance provided by this Policy does not cover loss of or damage to property stated in the Schedule related to or caused by or attributable or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

25. Gradual deterioration, wear and tear

The Company shall not be responsible to pay for gradual deterioration and/or wear and tear to property stated in the Schedule which occurs over a period of time.

26. National building regulations, faulty design, and due care

- 26.1 All property Insured and specified in the Schedule must comply with the Building Control Regulations and building plans must have been duly approved by the applicable authority before building commenced.
- 26.2 The Company will not be responsible to pay for loss of or damage to property resulting from defective or faulty design, materials, or workmanship.
- 26.3 It is the responsibility of the Insured to take reasonable and due care that property Insured and specified in the Schedule complies with 26.1 and 26.2 above.

27. Delay of cover

- 27.1 No Section of this Policy will provide cover against loss or damage during the first 48 hours from commencement of the Policy caused by:
 - 27.1.1 bush- or grass fire;
 - 27.1.2 a named cyclone or cautionary in which warning was given of a potential tsunami;
 - 27.1.3 any other predicted or anticipated natural disaster.

27.2 This General Exception does not apply if this Policy cover directly follows a previous Policy Section that covers the same event without a break in cover.

28. Gas installations (LP gas)

It is a Condition precedent to liability that all gas installations at the Insured premises must adhere strictly to the SANS 100087 – 1 Code of Practices, specifications and/or standards and any subsequent amendments thereto.

29. Obsolescence

Loss of or damage to:

- 29.1 electronic motors;
- 29.2 telephonic communication equipment;
- 29.3 security control equipment (inclusive of cameras);
- 29.4 alarm and detection systems;
- 29.5 TV aerials including television transmission or reception equipment;
- 29.6 closed circuit cameras and monitors;
- 29.7 or any accessory or attachment relating thereto;

being the subject of a claim as Insured for which there is no immediate replacement, or for which the agency or supplier in Namibia or South Africa has discontinued the importation of such equipment, and

PROVIDED THAT such equipment is not repairable, then such equipment will be considered obsolete.

In the event of the equipment being considered or declared obsolete, then at the option of the Company the basis of the indemnity will be cash-in-lieu and will be the original purchase or replacement costs thereof less a rate of Depreciation based on an accumulative rate of 15% per annum, as from the date of purchase or installation, excluding labour and installation costs.

30. Dye-lots, patterns, and textures

Loss of or damage to any property (or portion of such property) being supplied or manufactured in specific dye- lots, colours, patterns, or textures which is not available (in whole or in part) in such dye-lots, colours, patterns or textures, the Company will indemnify the Insured for the loss of the same as such is available to the nearest dye- lot, colour or texture as may be available in the required quantity.

31. Suspension of insurance cover

The Company may at its option (subject to conditions of General Condition 3) suspend cover relative to any Section of the Schedule to this Policy in the event of:

- 31.1 the Insured failing to comply with any statutory or building requirement to which this insurance is subject;
- 31.2 any Condition to which the Policy may be subject to in writing or endorsement by the Company and thereafter directed to the Insured or appointed representative.

32. Fire protection

It is a Condition precedent to liability under this Policy that all firefighting equipment or fire protection at the premises is installed, maintained, and serviced in accordance with the Regulations contained in the Building Control Regulations or any other regulations as may be contained in the respective and/or relevant emergency services bye-laws, if any.

33. Building maintenance

The Insured agrees that:

- 33.1 drainage systems on or near the Insured premises;
- 33.2 gutters fitted to the building;

33.3 canals or any other natural water paths and pathways on or near the Insured premises; will be cleaned regularly and kept clean of debris, leaves, sand, or other material that may cause obstruction of such flow of water.

Failure to discharge the duty described in 33.1, 33.2 and 33.3 above and the Company alleges the loss or damage is material to such failure the Insured shall be responsible to pay the first 10% of each claim with a minimum of NAD 2 500 in addition to any other First Amount Payable.

34. Changes in premiums and conditions

The Company reserves the right to change or increase Premiums from time to time or to amend the terms, Conditions and Exclusions of cover in respect of the Policy subject to 30 days' written notice.

35. Medical expenses benefit

The medical expenses benefit included in any Section of this Policy does not provide the benefits of a medical scheme and is not a substitute for a medical scheme membership.

36. Subject to survey clause

If any insurance by the Policy has been granted subject to the completion of a survey, pending completion of such survey the terms, Conditions, Exclusions, and limits as specified in the Policy shall apply. Following the completion of the survey, if in the opinion of the Company, the Survey has identified additional risks which were not evident to the Company prior to the survey, the Company reserves the right to alter or amend the rating, Terms and Conditions of the Policy or to suspend or withdraw cover immediately.

Continuance of cover after the survey by the Company shall be subject to the Insured complying with the Company's acceptance criteria and the completion of any risk improvements required within the timeframe agreed with the Company, otherwise the Company may at its option invoke the cancellation Condition.

37. Burglar alarm warranty

This Condition shall apply to the following Sections of this Policy:

- 37.1 Property Combined;
- 37.2 Office Contents;
- 37.3 Money;
- 37.4 Electronic Equipment;
- 37.5 Householders

in respect of any premises stated in the Schedule to be subject to this Condition. It is a condition precedent to the liability of the Company and warranted that:

- a) the burglar alarm installed in the premises shall be fully activated whenever the premises is/are not open for normal business unless any principal, partner, director, or employee is in the premises;
- b) the insurance shall not cover loss of or damage to property following the use of keys, the keypad code or remote control of the burglar alarm or any duplicate thereof belonging to the Insured unless such keys, keypad code or remote control were obtained by theft.

Unless specifically stated to the contrary, all premises shall be protected by such alarm, and it is further warranted that:

- (i) the contract for any burglar alarm services shall include services of a 24-hour armed response unit;
- (ii) the control panel shall have an event log and the arming and disarming of the alarm shall be logged and after the occurrence of a claim the Insurers will be entitled to request full information of the relevant log;
- (iii) such alarm will be maintained in proper working order, but the Insured shall be deemed to have discharged their liability if they have maintained their obligations under a maintenance contract with the installation/service Company of the alarm system;

PROVIDED THAT cover will continue to be applicable whilst the alarm system is not operative due to a failure of the public supply of electricity at the terminal ends of the supply authority's service feeders and that such failure is not due to any act or omission of the Insured.

38. Pairs and sets

The Company will not pay more than the proportionate value of any article that is part of a pair or set. The Company does not cover any special value which any article may have as part of a set.

39. Over-insurance

The Company will never pay out more than the actual value of the property lost or damaged.

40. Average

This Condition shall apply to the following Sections of this Policy:

40.1 Property Combined;

40.2 Office Contents but not applicable to accidental damage to sanitary ware;

40.3 Accidental Damage;

40.4 Household Contents;

40.5 Houseowners (Buildings)

If the property Insured is, at the commencement of any damage to such property by any peril Insured against, collectively of greater value than the sum Insured thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition.

41. Territorial Limits

Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, and Mozambique, but worldwide in respect of the:

41.1 Business All Risk Section

41.2 Group Personal Accident Section

41.3 Stated Benefits Section

41.4 Personal All Risks Section

or as more specifically defined within the Policy or stated in the Schedule.

GENERAL PROVISIONS

1. Claims preparation costs

The insurance by each Section of this Policy is extended to include costs reasonably incurred by the Insured in producing and certifying any particulars or details required by the Company in terms of General Condition 7 Claims or to substantiate the amount of any claim;

PROVIDED THAT:

1.1 the liability of the Company for such costs shall not exceed NAD 100 000 plus any amount stated in the Schedule against an item for additional claims preparation cost for each and every occurrence and in the annual aggregate applicable to all Sections cumulatively claimed under;

1.2 the Insured shall be responsible for the first 10% of each claim with a minimum of NAD 1 000.

2. Payments on account

In respect of any Section where amounts recoverable from the Company are delayed pending finalization of any claim, payments on account may be made to the Insured, if required, at the discretion of the Company.

3. First amount payable

Except where provided for specifically in any Section, the amount payable under this Policy/Section for each and every loss, damage or liability shall be reduced by the First Amount Payable shown in the Schedule for the applicable defined event.

4. Members, directors, partners, or employees

Wherever the word "director" is used it is deemed to include "member" if the Insured is a close corporation.

5. Meaning of words

The Schedules and any endorsements thereto and the Policy shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

6. Holding covered

If the Company is holding covered on a risk the Company will not reject a claim on the basis that the Premium has not been agreed.

7. Schedule sums Insured blank

If, in a Schedule of this Policy the sums Insured, limit of indemnity or compensation is:

7.1 left blank or has no monetary amount stipulated against it;

7.2 reflected as nil or not applicable or not covered or no indemnity extended;

this means the defined event or circumstance shown in the Schedule is not insured by the Policy.

8. Security firms

If an employee of a security firm employed by the Insured under a contract causes loss or damage, the Company agrees, if in terms of the said contract the Insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm. The Company shall not raise as a defence to any valid claim submitted under any Section or Sub-Section of this Policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the Insured property.

9. Malicious damage

This Provision shall apply to the following Sections of this Policy:

9.1 Property Combined;

9.2 Office Contents;

9.3 Household Contents;

9.4 Houseowners (Buildings).

The Company shall pay for loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage to the property insured and stated in the Schedule;

PROVIDED THAT this Extension does not cover:

- a) damage related to or caused by fire or explosion;
- b) loss of or damage to property for which indemnity is available in terms of the Malicious Damage Theft Extension under the Property Combined Section of the Policy;
- c) loss of or damage to property for which indemnity is available in terms of the Theft Section of the Policy;
- d) consequential loss or damage or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;

- e) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- f) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- g) damage related to or caused by any occurrence referred to in General Exception 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision 9 (a) to (g) above, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

If any building Insured or containing the Insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this Extension is suspended as regards the property affected unless the Insured, before the occurrence of any damage, obtains the written agreement of the Company to continue this Extension.

During the period of the initial unoccupancy of 30 consecutive days, the Insured shall become a co-insurer with the Company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any First Amount Payable.

10. Fire-extinguishing charges

This Provision shall apply to the following Sections of this Policy:

Section	Limit of Indemnity	First Amount Payable
Property Combined	Reasonable cost not exceeding NAD 500 000	NAD 1 000
Office Contents	Reasonable cost not exceeding NAD 500 000	NAD 1 000
Goods in Transit	NAD 10 000	NAD 500
Motor	NAD 10 000	NAD 500
Electronic Equipment	NAD 10 000	NAD 500
Household Contents	Reasonable cost not exceeding NAD 500 000	NAD 1 000
House Owners	Reasonable cost not exceeding NAD 500 000	NAD 1 000

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the Insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of the Section,

PROVIDED THAT the Insured is legally liable for such costs and the Insured property was in danger from the fire.

The cost of recharging fire extinguishers, the Insured property, or used by them for the purpose of extinguishing a fire upon the premises or property or being of threat to or causing loss or damage to the property Insured and the reasonable amount of remuneration paid to any person(s) who assisted in the extinguishing of any fire or the prevention of such fire.

11. Flood and safeguard costs

This Provision shall apply to the following Sections of this Policy:

- 11.1 Property Combined;
- 11.2 Office Contents;
- 11.3 Household Contents;
- 11.4 Houseowners (Buildings).

The Company shall pay for the reasonable cost to pump out water from the premises, or property of the Insured, following an Insured event under the above sections, but limited to NAD 30 000 per event.

12. Subsidence and landslip (Limited cover)

This Provision shall apply to the following Sections of this Policy:

- 12.1 Property Combined;
- 12.2 Office Contents;
- 12.3 Houseowners (Buildings).

This Section is extended to include loss of or damage to the Insured property caused by subsidence or landslip of the land supporting the said Insured property or heave thereof;

PROVIDED THAT such loss or damage is not caused by or does not arise from:

- a) normal settlement, shrinkage or expansion of the land supporting the Insured property;
- b) alterations, additions, or repairs to the building(s);
- c) compaction or infill;
- d) defective or faulty design, materials, or workmanship;
- e) excavations other than mining operations;
- f) contraction and/or expansion of soil, clay, or similar types or moist or damp;
- g) removal or weakening of support to the Insured property.

The Company will not be liable for:

- (i) loss of or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences, retaining and screening walls unless the Insured building(s) are damaged at the same time by the same event;
- (ii) loss of or damage to solid floor slabs or any part of the Insured property resulting from the movement of such slabs unless the foundation supporting the external walls of the Insured building(s) are damaged by the same cause at the same time;
- (iii) consequential loss whatsoever;
- (iv) damage existing at commencement of cover;
- (v) work necessary to prevent further loss or damage due to subsidence, landslip, or heave except where appropriate design precautions were implemented during the original construction of the Insured property and any subsequent additions thereto.

The Insured will be responsible for the first NAD 2 500 of each and every occurrence giving rise to a claim.

If required the Insured must give proof that the loss or damage being claimed for was caused by subsidence, landslip, or heave.

13. Power surge

The power surge Provision is applicable to each of the following Sections:

- 13.1 Property Combined;
- 13.2 Office Contents;
- 13.3 Accidental Damage;
- 13.4 Business Interruption with a combined limit as stated below.

The Company shall indemnify the Insured up to NAD 100 000 for each and every occurrence or series of losses from one event;

PROVIDED THAT:

- a) the Insured shall be responsible for the first 10% with a minimum of NAD 2 500 or the amount stated in the Schedule for each and every claim and if the Insured can prove to the satisfaction of the

Company an approved surge protector is installed, the Insured shall be responsible for the first NAD 1 000 only of each and every claim;

- b) this cover will include loss or damage to refrigerated stock Insured under the Property Combined Section columns 4 and/or 5 and there shall be no liability under this Provision for such interruption or interference of the Business for the first 24 hours;
- c) this Provision shall not apply if the loss or damage is as a result of power surge caused by the exercise of an authority empowered by law to supply water, gas, or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to Damage to property of such authority.

For the purposes of this Provision, supply shall be considered to have failed when the quantity or quality is inadequate for the purpose for which it is required.

14. Water leaks/loss of water

This Provision shall apply to the following Sections of this Policy:

- 14.1 Property Combined;
- 14.2 Office Contents;
- 14.3 Business Interruption with a combined limit as stated below;
- 14.4 Household Contents;
- 14.5 Houseowners (Buildings).

The Company will indemnify the Insured for cost of water lost through leakage from pipes in any building, unit or on common property and for which the Insured is responsible to pay;

PROVIDED THAT:

- a) the Company will only indemnify the Insured for the cost of additional water consumption in the event of a quarterly meter reading of water consumption exceeding the average of the previous four quarterly meter readings by 50% or more;
- b) the Company shall indemnify the Insured up to NAD 25 000 for each and every occurrence or series of losses from one event or NAD 50 000 during any one insurance period;
- c) it is a condition precedent to liability that the Insured shall, on discovery of a leak (by physical evidence or on receipt of abnormally high-water reading indicated on the account), take immediate steps to identify and repair the affected leaking apparatus/pipes;
- d) in addition, the Company will pay for the cost of identifying water leaks on the premises up to NAD 5 000 per event or NAD 10 000 during any one insurance period;
- e) the Company will not be liable to pay for:
 - (i) cost towards remedial action including repairs to affected apparatus/pipes;
 - (ii) losses as a result of:
 - a) leaking taps, geysers, toilet systems, swimming pools or any other water tank;
 - b) any deliberate acts of the Insured;
 - c) taps or else left open after being used;
 - d) any unit left unoccupied or vacant for more than 60 days consecutively.

Each claim will be reduced by 10% of the claim or a minimum NAD 500, whichever is the greater.

15. Period of insurance

If the period of insurance (other than a first period of insurance) is for a period of less than 12 months, then the following amendments are made to the Policy:

Section	Reference	Amendment
General	Adjustment of Premium	The words "each period of insurance" are amended to read "each period of 12 consecutive months from the inception date or anniversary date"
Business Interruption	Deposit Premium Clause	
Accounts Receivable	Adjustment Clause	
Motor Fleet	Premium Adjustment Clause	
Property Combined Office Contents	Capital Additions Clause Capital Additions Clause	If the period of insurance is more often than quarterly, then the words "each quarter" are amended to read "each month".
Fidelity Guarantee	Defined Event	In addition to the defined events the following is added: The amount payable during any one period of 12 consecutive months from inception or anniversary date will not exceed the sum insured stated in the Schedule at the said inception or anniversary date as the case may be (or double the sum insured if Your "Reduction/Reinstatement amount clause" applies). If the sum insured is increased the 12 consecutive months applies from the anniversary date. Any reinstatement between the date of increase and the anniversary date will not exceed twice the sum insured.
Fidelity Guarantee	Reduction/Reinstatement of insured Amount Clause	The words "annual premium" is amended to read "12 times the monthly premium" for policies with monthly periods of insurance and "4 times the quarterly premium" or "2 the bi-annual premium" for policies with quarterly or half-yearly periods of insurance respectively.

16. Locks, keys, and key cards

This Provision shall apply to the following Sections of this Policy:

16.1 Office Contents;

16.2 Theft;

16.3 Money;

16.4 Houseowners (Buildings)

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of the cost of replacing locks and keys following upon the disappearance of any key or following upon the Insured having reason to believe that any unauthorised person may be in possession of such key or a duplicate of such key of:

a) any receptacle; or

b) the office premises;

after theft has taken place and the Company accepted liability for such claim;

PROVIDED THAT:

- (i) the premises is stated in the Schedule;
- (ii) the liability of the Company shall not exceed NAD 5 000 in terms of 16.1, 16.2, 16.3 or 16.4 or NAD 10 000 in the aggregate any one event.

Each claim will be reduced by 10% of the claim or a minimum NAD 500, whichever is the greater.

17. Property under construction or alteration

Damage to property Insured by this Policy in the course of erection and/or completion and/or alteration, and including any loss following interruption or interference with the business in consequence of such damage, until final completion of the contract, shall not exceed NAD 1 000 000;

PROVIDED THAT this Provision shall not apply in respect of damage to:

- 17.1 any section of incomplete property which has been handed over for use by the Insured and has been satisfactorily tested and commissioned;
- 17.2 existing Insured property caused by a Defined Event not otherwise excluded by this Policy.

18. Warranties and endorsements

If cover is subject to a specific warranty or requirement or the Premium was reduced as a result of receiving a discount for precautionary measures taken on any Section of this Policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may reject the claim.

19. Wildlife rangers

If a wildlife ranger employed by the Insured under a contract causes loss or damage, the Company agrees, if in terms of the said contract:

- 19.1 the Insured may not claim against the said wildlife ranger, not to exercise their rights of recourse against the said wildlife ranger;
- 19.2 the Company shall not rise as a defence of any valid claim submitted under any Section or Sub-Section of this Policy that the Company's rights have been prejudiced by the terms of any contract entered into between the Insured and any wildlife ranger relating to the services rendered at the Insured property.

20. Post-trauma counselling benefit

This Provision shall apply to the following Sections of this Policy:

- 20.1 Property Combined;
- 20.2 Office Contents;
- 20.3 Money;

if an Insured event for which the Company has admitted liability under the above Sections of the Policy causes trauma to the Insured or to an employee, visitor, or guest of the Insured.

The Company shall pay a benefit in respect of the costs necessarily incurred for the post-trauma counselling up to a maximum of NAD 25 000 per person with a limit of NAD 100 000 per any one event.

21. Fatal Injury benefit extension

This Provision shall apply to the following Sections of this Policy:

- 21.1 Property Combined;
- 21.2 Office Contents.

The Company shall pay an amount of NAD 50 000 per person to the estate of the deceased following the fatal injury to any employee, visitor, or guest of the Insured, occasioned by Fire, Lightning, Explosion or Acts of Wild animals;

PROVIDED THAT:

- a) cover is limited to a maximum of five persons per incident;
- b) death ensues within three months of such injury;
- c) such injury occurs on the premises of the Insured's property.

22. Emergency rescue damage to property

The Company will pay for reasonable costs and expenses that is necessary to break down a door, security door, any window or glass and or burglar bars in order to gain access to a room where it is reasonably assumed that any employee, visitor, or guest of the Insured:

- 22.1 is in an emergency related situation caused either by a medical problem or any incident; or
- 22.2 keys are not available to open the door to such room.

This extension is limited to NAD 25 000 for any one loss.

23. Property protection costs

The Company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs, or repair of the burglar alarm system including boarding up and in taking such temporary protection measures, including the hiring of a watchman, guard and or wildlife ranger, as may be reasonably and necessary following an Insured event,

PROVIDED THAT the Company's liability shall not exceed NAD 25 000 in respect of any one event.

24. Management cost (Incident/accident support)

The Company will pay for costs to appoint an independent individual to assist the Insured following an Insured event for which the Company has admitted liability under this Policy;

PROVIDED THAT:

- 24.1 the Company must approve the appointment in writing;
- 24.2 the Company's liability shall not exceed NAD 100 000 in respect of any one event;
- 24.3 no First Amount Payable shall apply.

SECTION 1 - PROPERTY COMBINED

SUB SECTION A – PROPERTY

1 DEFINED EVENTS

- 1.1 Damage to the whole or part of the building described in the Schedule owned by the Insured or for which the Insured is responsible including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete, thatch or asbestos unless otherwise stated in the Schedule) and sporting and recreational structures and plant and machinery pertaining to and associated therewith, landlord's fixtures and fittings therein and thereon, walls (excluding dam walls), gates, posts, fences (excluding boundary, game fencing and gates) and concrete, tarred, paved or stone (excluding gravel) covered areas, roads, driveways, paths or parking areas.
- 1.2 Damage to the whole or part of the contents described in the Schedule owned by the Insured including property held in trust or on commission for which the Insured is responsible which shall include:
 - 1.2.1 money up to NAD 10 000 and stamps up to NAD 10 000;
 - 1.2.2 documents, manuscripts and business books, plans and designs;
 - 1.2.3 computer system records;
 - 1.2.4 patterns, models, and moulds;but in respect of 1.2.2, 1.2.3 and 1.2.4 the cover is limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein and the value of such information to the Insured;
- 1.2.5 personal effects not otherwise Insured (including pedal cycles and tools) of principals, members, directors, partners, or employees up to NAD 20 000 per individual while in the Insured building.

2 INSURED PERILS

- 2.1 Fire, lightning, thunderbolt, subterranean fire, explosion, excluding damage to property occasioned by undergoing a heating and/or drying process of whatever nature.
- 2.2 Storm, wind, water, hail, or snow, excluding loss or damage:
 - 2.2.1 arising from property undergoing any process necessarily involving the use or application of water;
 - 2.2.2 caused by wear and tear or gradual deterioration;
 - 2.2.3 caused by subsidence or landslip unless so described and specifically Insured as a separate item;
 - 2.2.4 to retaining walls and gabions unless so described and specifically Insured as a separate item;
 - 2.2.5 to property in the open (other than to buildings, structures, or plant designed to exist or operate in the open) unless so described and specifically Insured as a separate item;
 - 2.2.6 to any structure not completely roofed unless so described and specifically Insured as a separate item.
- 2.3 Earthquake, earth tremor but excluding damage to property in the underground workings of a mine.
- 2.4 Aircraft, other aerial devices, or articles dropped therefrom.
- 2.5 Impact by animals, rocks or boulders, trees, aerials, satellite dishes or vehicles, but excluding damage to such animals, rocks or boulders, trees, aerials, satellite dishes or vehicles.
- 2.6 Theft or attempted theft in respect of:
 - 2.6.1 Buildings
 - Theft or attempted theft,
 - PROVIDED THAT there is forcible and violent entry or exit, but if the building is left

unoccupied or vacant for more than 30 days in any one calendar year theft or attempted theft will not apply unless the Company has given its prior consent in writing to extend cover;

2.6.2 Contents

Theft or attempted theft of contents owned by the Insured or for which the Insured is responsible which are normally used in the course and scope of the Insured's business (as defined);

PROVIDED THAT:

- a) it is accompanied by forcible and violent entry and/or exit;
- b) if the building is left unoccupied or vacant for more than 30 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover;
- c) the Company will not be liable for more than 25% of the sum insured or NAD 500 000, whichever is the lesser, or the amount stated in the Schedule for each and every event.

2.7 Accidental damage to internal and external glass, blinds, and canopies other than structures covered with shade net or canvas, fanlights, skylights, greenhouses, conservatories, stoves, ovens, verandas, signwriting, shop fronts, frames, window displays, burglar alarm strips, wires and vibrators, sanitary ware, including all bathroom fixtures and fittings.

2.8 Accidental breakage or collapse of radio or television aerials, aerial fittings or masts and satellite dishes including damage to such television aerials, aerial fittings or masts and satellite dishes, household electrical and gas appliances including air conditioning units, burglar alarms and built in stoves, buildings up to an amount of NAD 10 000, but excluding loss or damage caused by or resulting from:

- 2.8.1 wear and tear;
- 2.8.2 depreciation;
- 2.8.3 electrical or mechanical breakdown;
- 2.8.4 rust, mildew, moth, vermin, insects;
- 2.8.5 scratching, denting, or chipping;
- 2.8.6 the Insured's own domestic pets;
- 2.8.7 any gradually operating clause;
- 2.8.8 any process of dyeing, cleaning, or renovating;
- 2.8.9 the action of light or atmospheric conditions;
- 2.8.10 confiscation or detention by any process of law.

2.9 Bursting, overflowing, leakage or discharge of water or oil from tanks, geysers, pipes or apparatus including any fixed water or oil-fired heating installation, including damage to such tanks, geysers, pipes, apparatus and fixed water or oil-fired heating installation; but excluding any wear and tear to such tanks, geysers, pipes, apparatus and fixed water or oil-fired heating installation. Cover is as a result of an Insured peril only.

2.10 Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing equipment excluding damage caused or aggravated by freezing of the installation or appliances.

2.11 Damage to plant and machinery forming part of the swimming pools, boreholes, jacuzzies and saunas, electrical doors, gates, and gate motors;

PROVIDED THAT:

- 2.11.1 the Company's liability shall not exceed NAD 10 000 in respect of any one event;
- 2.11.2 damage caused by or arising from wear and tear, or gradual deterioration is excluded.

2.12 Shade nets and canopies

The Company will pay for loss or damage to shade nets and canopies in the open at the premises

and included in the sum Insured caused by hail, wind, snow or storm up to NAD 50 000 or the amount stated in the Schedule, whichever is the greater, for each and every event,

PROVIDED THAT the Insured shall bear a proportion of loss based on the age of the nets as per the table below:

Age of shade nets	Insured's contribution
Up to 4 years	0%
Up to 6 years	25%
Up to 10 years	40%
Up to 15 years	60%
Older than 15 Years	100%

2.13 Canvas structures

The Company will pay for loss or damage to canvas structures at the premises and included in the sum Insured caused by hail, wind, snow or storm up to NAD 50 000 or the amount stated in the Schedule, whichever is the greater, for each and every event,

PROVIDED THAT the Insured shall bear a proportion of loss based on the age of the canvas as per the table below:

Age of canvas	Insured's contribution
Up to 4 years	0%
Up to 6 years	20%
Up to 8 years	30%
Up to 10 years	40%
Older than 10 years	100%

2.14 Solar installation batteries

The Company will pay for loss or damage to solar batteries, either lead acid or lithium ion type, at the premises and included in the sum insured caused by lightning, power surge, hail, wind, snow or storm up to NAD 50 000 or the amount stated in the Schedule, whichever is the greater, for each and every event,

PROVIDED THAT the Insured shall bear a proportion of loss based on the age of the solar batteries as per the table below:

Age of solar batteries	Insured's contribution
Up to 5 years	0%
Up to 7 years	25%
Up to 10 years	40%
Older than 10 years	100%

SUB SECTION B – PUBLIC SUPPLY CONNECTIONS

1. DEFINED EVENTS

Accidental damage to water, sewerage, gas, electricity, and telecommunication connections,

PROVIDED THAT the property belongs to the Insured or for which the Insured are legally responsible, between the property Insured and the public supply or mains.

SUB SECTION C – RENT

1. DEFINED EVENTS

1.1 Loss of Rent

Loss of rent as a result of the buildings Insured being so damaged by any of the perils specified as to be totally untenable (including partially untenable) but only for the period necessary for reinstatement and for the amount not exceeding 25% of the sum insured of the affected Property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value,

PROVIDED THAT the Company shall not be liable for any loss in guest accommodation revenue.

1.2 Loss of Levies

Loss of use to the registered owner of time share units during the indemnity period in consequence of damage by any of the perils specified as to be rendered untenable (including partial untenable);

PROVIDED THAT:

1.2.1 the unit claimed for in terms of this extension must have suffered damage;

1.2.2 the amount payable is limited to the actual value of the levy for one week that the unit is not available;

1.2.3 the Company shall not be liable for payment if a similar unit is available to the registered owner at the Insured resort.

2. OPTIONAL EXTENSION TO SUB SECTION C

2.1 Prevention of access applicable (if stated in the Schedule to be included)

If property within a 25 km radius of the premises stated in the Schedule is lost or damaged by a peril reflected in the defined events during the period of insurance and this prevents or hinders the use of or access to the property Insured by this Section, the Insurer will pay any loss of rent the Insured may incur as a result thereof up to an amount not exceeding 25% of the sum Insured on the affected property.

The loss of rent calculation will be based upon the rent payable immediately preceding the loss or damage or its equivalent rental value. No cover is in force under this extension for Property insured by this section, damaged during the same event.

PROVIDED THAT the Company shall not be liable for any loss in guest accommodation revenue

SUB SECTION D – PROPERTY OWNERS LIABILITY

1. DEFINED EVENTS

Damage for which the Insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed Injury) or accidental loss of or physical damage to tangible property (hereinafter termed Damage) occurring during the period of insurance in, on or about the property Insured and arising from the Insured's ownership thereof.

2. LIMIT OF INDEMNITY

The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and other costs and expenses incurred with the Company's consent for any one event or series of events with one original cause or source shall not exceed the amount of NAD 2 500 000.

3. SPECIFIC EXCEPTIONS TO SUB SECTION D

The Company will not indemnify the Insured under this Sub Section in respect of:

3.1 Injury or damage sustained by:

- 3.1.1 any member of the same household as the Insured;
- 3.1.2 any person employed under a contract of service or apprenticeship and arising directly from and in the course of such employment by the Insured;
- 3.1.3 other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawnmowers).
- 3.2 Damage to property:
 - 3.2.1 belonging to the Insured;
 - 3.2.2 in the custody or control of the Insured or any employee of the Insured;
 - 3.2.3 caused by vibration or by the removal or weakening of or interference with support to any land, buildings, or other structure.
- 3.3 Liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement.
- 3.4 Liability in respect of:
 - 3.4.1 injury, Damage, or loss of use of property directly or indirectly caused by seepage, pollution, or contamination,
 PROVIDED ALWAYS THAT this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unforeseen and unintended occurrence;
 - 3.4.2 the cost of removing, nullifying, or cleaning up seeping, polluting, or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended, and unforeseen occurrence.
- 3.5 Fines, penalties, punitive, exemplary, or vindictive damages.
- 3.6 Damages in respect of judgements delivered or obtained in the first instance otherwise than a court of competent jurisdiction within the Republic of Namibia, South Africa, Botswana, Lesotho, and Swaziland.
- 3.7 Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6 above.
- 3.8 Liability consequent upon injury or damage caused by or through or in connection with the trade, profession, or occupation of the Insured (other than as the property owner of the Insured building).
- 3.9 Liability consequent upon injury or damage caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured of any locomotive, rolling stock, airborne craft, watercraft, or mechanically propelled vehicle of any kind (other than lawnmowers and pedestrian controlled garden equipment).

4. MEMORANDA

- 4.1 Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly and any liability arising between such Insureds shall be treated as though individual policies had been issued to each,
 PROVIDED THAT the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.
- 4.2 PROVIDED THAT the aggregate liability of the Company is not increased beyond the limit of indemnity stated, the Insurer will also indemnify as though an individual policy had been issued to each:
 - 4.2.1 in the event of the death of the Insured, any personal representative of the Insured in respect of liability incurred by the Insured;
 - 4.2.2 any partner or director or member or employee of the Insured (if the Insured so requests) against any claim for which the Insured is entitled to indemnity under this insurance.
- 4.3 In respect of this Sub-Section only, General Exception 1 is deleted and replaced by the following: "This Sub- Section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power".

- 4.4 If at the time of any event giving rise to a claim under this Sub Section, indemnity is also provided under any other insurance, this Sub Section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.
- 4.5 Notwithstanding Specific Exception 3, the Company will indemnify the Insured if a garden services firm is engaged under contract in the maintenance of the garden at the premises stated in the Schedule and is legally liable for the acts or omissions of the employees of the garden services in the course of their employment at these premises.

EXCLUDED PROPERTY (APPLICABLE TO ALL SUB SECTIONS)

The Company shall not be liable for damage to:

1. land, lakes, earthworks, soil, lawns, outdoor shrubs, outdoor trees, outdoor plants, and outdoor gardens. This exclusion shall not apply to landscaping or landscaped gardens which form an integral part of the Insured property;
2. dam walls and dam contents. This exclusion shall not apply to reservoir type tanks used for the purpose of the business;
3. outdoor grassed sports playing or recreational surfaces;
4. outdoor parking surfaces unless any such property forms part of the Insured property;
5. roads, driveways, and pavements, which are not tarred or paved;
6. road bridges;
7. aircraft runways and aprons;
8. overhead transmission lines or overhead distribution lines and their supporting structures beyond 1500 metres of the boundaries of the Insured premises;
9. property in the course of construction;
10. locomotives, railway rolling stock, railway lines and railway platforms;
11. employees' own land, improvements thereon and contents thereof;
12. explosives (other than small arms ammunition);
13. growing timber, growing crops;
14. animals, birds, or fish, other than cover provided in terms of the extensions relating to guard dogs and tracking dogs;
15. bullion;
16. precious stones (other than in respect of property of the Insured's employees whilst on the Insured's business or forming part of any curio shop stock);
17. aircraft, watercraft;
18. motor vehicles, other than the Insured's vehicles under the Motor vehicles whilst parked extension, in the Schedule of Liability Limits and Deductibles,
PROVIDED THAT this policy will not be called into contribution with any specific motor vehicle insurance;
19. property more specifically Insured except for the excess beyond the amount payable under such specific insurance;
20. property which at the time of any loss or damage is Insured by or would, but for the existence of this insurance, be insured by any Marine insurance except in respect of any excess beyond the amount which would have been payable under such Marine insurance had this insurance not been affected.

CLAUSES AND EXTENSIONS (APPLICABLE TO ALL SUB SECTIONS)

1. Alterations and misdescription

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of process or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery, or plant,

PROVIDED THAT written notice is given to the Company as soon as practicable after such event and the Insured agree to pay additional premium if required.

2. Alternative replacement conditions (Design capacity)

In the event of property Insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions, then the Company will pay the cost of replacing such property with property the quality, capacity, function and/or output of which is as near as possible but not inferior to that of the original property;

PROVIDED THAT:

- 2.1 provisos 21.1, 21.2, 21.3 and 21.4 of the Reinstatement Value Conditions apply equally to this clause;
- 2.2 in applying the provisions of proviso 21.3 of the reinstatement value conditions, the cost (as provided for in proviso 21.3) "which would have been incurred in replacement or reinstatement if the whole of the Insured property had been damaged" will be increased by such amount payable under the alternative replacement clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

3. Beverage leakage

The Company will pay up to NAD 25 000 for damage to the Insured property caused by the leakage of beverages from fixed installations including the resultant loss of beverages but excluding the first NAD 1 000 in respect of every claim.

4. Clearance, demolition, and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting, and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event;

PROVIDED THAT:

- 4.1 where physical loss or damage did not occur, the amount payable shall not exceed 25% of the sum insured of the affected property up to a maximum of NAD 25 000 per event;
- 4.2 the total amount recoverable under this Extension shall not exceed the sum insured on the property affected;

FURTHER PROVIDED THAT:

The Company will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not insured by this Policy/Section.

5. Damage by wild animals

The Insurer will pay up to NAD 100 000 in any one insurance period for loss of or damage to the Insured property caused by the acts of wild animals but limited to NAD 25 000 for damage caused by baboons. The Insured shall be responsible for the first NAD 2 500 of every claim.

6. Death of guard dogs and tracking dogs

The insurance is extended to include accidental death or accidental bodily injury to formally trained pedigree guard dogs or tracking dogs up to an amount of NAD 20 000 per event whilst on duty at the Insured's premises. The Company agrees to the animal's destruction if a qualified veterinarian surgeon certified in writing that the injury is untreatable, and that the immediate destruction of the animal is imperative for humane reasons. The cost payable for an attending veterinarian regarding the injured dog will be included but subject to the limit stated for the event. The Insured shall be responsible for the first NAD 1 000 of each claim.

7. Deterioration of food stock

This Section is extended to include loss of or damage to food stock in refrigeration, cold storage or cooling units by deterioration, spoilage, decomposition, or purification caused by the failure of electricity supply due to physical loss or physical damage to property at any electricity supply undertaking;

PROVIDED THAT:

- 7.1 this Extension shall not apply if the loss or damage is as a result of the exercise of an authority empowered by law to supply electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to Damage to property of such an authority;
- 7.2 the Company's liability shall not include any consequential loss;
- 7.3 the Company's limit of liability shall not exceed the amount of NAD 50 000.

8. Disposal of salvage

Without diminishing the rights of the Company to rely on the provisions of the General conditions in the event of a loss, the Company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the Insured's consent,

PROVIDED THAT the Insured can show to the satisfaction of the Company that to do so will prejudice their interests in which event the Insured agree to allow the Company to deduct from the amount of the claim an amount equivalent to the intrinsic value of any such property and the Insured will retain such salvage. The Insured will not be entitled under the provision of this clause to abandon any property to the Company whether taken possession of by the Company or not.

9. External signs, blinds, external canopies and umbrellas

This insurance is extended to include damage by a defined event to external signs, blinds, canopies and umbrellas limited to the premises as stated in the Schedule all being property for which the Insured is responsible up to NAD 50 000 per event. The Insured shall be responsible for the first NAD 1 000 of each claim.

10. Geyser maintenance

The Company shall pay up to NAD 2000 per event or the amount stated in the Schedule for repair or replacement of the valves, element, and thermostat of the geyser at the insured building. This Extension is not subject to any first amount payable,

PROVIDED THAT the geyser is not replaced as a whole.

11. Goods in the open

The Company shall pay up to NAD 50 000 in respect of damage caused by an Insured peril to goods in the open situated on the Insured premises. All goods must be designed to be in the open. The Insured shall be responsible for the first NAD 1 000 of each claim.

12. Guests' personal effects

The Company shall pay up to NAD 50 000 per event in respect of damage caused by an Insured peril to goods belonging to guests on the property, not more specifically Insured. The Insured shall be responsible for the first NAD 1 000 of each claim.

13. Landscaped gardens

The insurance under this Section will indemnify the Insured for the cost of restoring landscaped gardens damaged as a result of a defined event or damaged by any emergency service operating at the Insured premises as a result of a defined event,

PROVIDED THAT the liability of the Company shall not exceed the amount of NAD 100 000. The Insured shall be responsible for the first NAD 1 000 of each claim.

14. Malicious damage theft

This Section includes:

14.1 damage to the buildings (including landlord's fixtures and fittings) at the Insured premises in the course of theft or any attempt thereat;

14.2 damage to the contents at the Insured premises in the course of theft or any attempt thereat.

The company will reimburse the Insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this Section,

PROVIDED THAT the Company's liability shall not exceed NAD 50 000 or the amount stated in the Schedule, whichever is the greater, in respect of any one event.

15. Mortgagee

The interest of any mortgagee in this insurance shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee shall, however, inform the Company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the Company.

16. Motor vehicles whilst parked

This insurance is extended to include the difference between the new replacement value and the retail value of motor vehicles being:

16.1 the property of the Insured;

16.2 in trust or on commission of the Insured;

16.3 in the custody or control of the Insured;

which are damaged as a result of a defined event (but excluding impact damage) whilst parked at any premises occupied by the Insured;

PROVIDED THAT:

- a) the Company's liability in connection with any one source or original cause shall not exceed NAD 100 000;
- b) this Extension will only apply in respect of vehicles not older than 12 months from date of manufacture when new;
- c) this Extension excludes vehicles belonging to guests.

17. Professional fees

The insurance includes professional fees (for estimates, plans, specifications, quantities, tenders, and supervision) necessarily incurred in the reinstatement or replacement of the property Insured following damage by a defined event;

PROVIDED THAT:

17.1 the Company's liability shall not exceed 15% of the amount payable in respect of such damage,

FURTHER PROVIDED THAT the total amount recoverable shall not exceed the sum Insured on the property affected;

17.2 the amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

18. Property at exhibitions and/or trade shows

This insurance is extended to include damage as defined to the Insured's property (excluding laptops, cellular phones and all similar items but including property for which the Insured is responsible whilst situated at exhibitions or trade shows), up to NAD 50 000 per event.

19. Public supply connections

This Section is extended to cover accidental damage to water, sewerage, gas, electricity, and telecommunication connections, the property of the Insured or for which the Insured is legally responsible between the property Insured and the public supply or mains.

20. Railway and other subrogation

The Insured shall not be prejudiced by signing the TransNamib or Transnet Cartage (Hazardous Premises) Indemnity or other special agreements with TransNamib Administration regarding private sidings or similar agreements with other government bodies or standard forms of contract issued by Professional or Industry Associations or the like thereof.

21. Reinstatement value conditions

In the event of property other than stock or motor vehicles being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the Insured property when new;

PROVIDED THAT:

- 21.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made;
- 21.2 until expenditure has been incurred by the Insured in replacing or reinstating the property the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
- 21.3 if at the time of replacement or reinstatement, the sums representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured property had been damaged, exceeds the sum Insured thereon at the commencement of any damage to such property by a defined event, then the Insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this Section (if more than one) to which these conditions apply shall be separately subject to this provision;
- 21.4 these conditions shall be without force or effect if the Insured:
 - 21.4.1 fails to intimate to the Company within six months of the date of damage or such further time as the Company may in writing allow their intention to replace or reinstate the property;
 - 21.4.2 is unable or unwilling to replace or reinstate the property on the same or another site.

22. Removal of trees

This Section is extended to include costs incurred by the Insured in the:

- 22.1 removal of trees or branches, which have fallen as a direct result of a defined event, whether causing damage or not;
- 22.2 felling and removal of trees or branches, which as a direct result of a defined event now pose a threat to damage Insured property;

PROVIDED THAT the liability of the Company shall not exceed the amount of NAD 10 000.

23. Search and rescue costs

The Company, at its discretion will pay to the Insured reasonable search and rescue costs in respect of any employee, guest, or visitor up to a maximum of NAD 75 000 in the annual aggregate. This amount will be recovered if any other insurance policy is applicable.

24. Seasonal increases (Wet and dry stock)

During the months of August, December, and January and for a period of 15 days immediately before and during the Easter Weekend, the stock sum Insured will be deemed to have been increased by 10%. No additional premium will be charged for this benefit.

25. Temporary removal

Except in so far as it is otherwise Insured the property is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail, or inland waterway anywhere within the territorial limits;

PROVIDED THAT:

25.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Insurer shall not exceed 15% of the sum Insured applicable to any item;

25.2 the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on that part of the premises from which the property is temporarily removed.

26. Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the terms, exceptions or conditions of this Section comes to the Insured's knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

27. Valuation of works of art

The basis for the application of average and for the settlement of any loss or damage in respect of works of art and antiques shall be the value as certified by a professional valuer or appraiser.

28. Valuation of library items

The basis of valuation and loss settlement in respect of loss or damage to library items shall be the aggregate price paid for all items purchased in the year prior to the period of insurance divided by the number of items purchased in such year multiplied by the total number of items in the library at the time of loss or damage plus 30%,

PROVIDED THAT should a sum Insured greater than the average value be required in respect of a specific item then its existence and replacement or intrinsic value must be substantiated by verifiable documentary evidence from a recognised or professional source.

29. Capital additions

The insurance under this Section covers alterations, additions, and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock and materials in trade for an amount not exceeding 15% of the sum insured thereon, it being understood that the Insured undertake to advise the Company each quarter of such alterations, additions, and improvements and to pay the appropriate additional premium thereon.

30. Municipal plans scrutiny fee

The insurance for buildings in the Schedule includes municipal plans scrutiny fee,

PROVIDED THAT the total amount recoverable under any item shall not exceed the sum insured on the building affected.

31. Public authorities' requirements

The insurance under this Section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal, or other local authority;

PROVIDED THAT:

- 31.1 the amount recoverable under this clause shall not include:
 - 31.1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 31.1.1.1 in respect of damage occurring prior to granting of this Clause;
 - 31.1.1.2 in respect of damage not insured under this Section;
 - 31.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
 - 31.1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 31.1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 31.1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
- 31.2 the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased;
- 31.3 if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the Terms, Exceptions and Conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion;
- 31.4 the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

OPTIONAL CLAUSES AND EXTENSIONS

1. Escalator clause (if stated in the Schedule to be included)

During each period of insurance, the sum(s) insured under this Section shall be increased by that portion of the percentage specified in the Schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) Insured in force at the commencement of the period of insurance.

At each renewal date, the Insured shall notify the Company of the sum(s) to be Insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply. The additional premium for this extension shall be 50% of the premium produced by applying the percentage specified to the annual premium for the sum Insured to which this extension applies.

2. Game fencing and gates extension (if stated in the Schedule to be included)

This Section is extended to include the cost of replacing property boundary, game fencing and gates following a defined event up to the amount stated in the Schedule but excluding theft. This extension will exclude any inner fences, grids or holding facilities or the like unless specifically Insured;

PROVIDED THAT the Insured shall be responsible for the first NAD 25 000 of each claim.

3. Riot and strike extension (if stated in the Schedule to be included)

This Section is extended to cover damage directly occasioned by or through or in consequence of:

- 3.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 3.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 4.1 above;

PROVIDED THAT this extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.1 to 1.1.6 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Insurer alleges that by reason of provisos (a) to (e) above loss or damage is not covered by this Section, the burden of providing the contrary shall rest on the Insured.

4. Subsidence and landslip extension (if stated in the Schedule to be included)

Sudden and unforeseen damage caused by subsidence or landslip,

PROVIDED THAT the Insured shall bear the first portion of each and every claim up to an amount calculated at 1% of the sum Insured on the property or NAD 2 500, whichever is the greater.

This extension does not cover:

- 4.1 damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically Insured;
- 4.2 damage caused by or attributable to:
 - 4.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the Insured's premises;
 - 4.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the Insured's premises;
 - 4.2.3 excavation on or under land.
- 4.3 consequential loss of any kind whatsoever except loss of rent/levies Insured under this Section.

In any action, suit, or other proceeding where the Insurer alleges that, by reason of the provisions of these exceptions, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the Insured.

5. Matching building materials (if stated in the Schedule to be included)

Up to NAD 50 000 for the cost to repair the insured building to match its previous state, in style and quality, when the building is damaged by an insured event,

PROVIDED THAT this will apply only to the part of the building where the style and quality has been affected by the non-availability of precisely matching building materials.

SECTION 2 - OFFICE CONTENTS

SUBSECTION A – CONTENTS

1. DEFINED EVENTS

Loss of or damage to the whole or part of the contents (as defined in Definition of Contents) described in the Schedule, owned by the Insured or for which they are responsible, including alterations by the Insured as tenants to the building and structures, by:

- 1.1 fire;
- 1.2 lightning and thunderbolt;
- 1.3 subterranean fire;
- 1.4 explosion;
- 1.5 earthquake (whether arising from mining operations or otherwise), volcanic eruption or other convulsion, but excluding loss of or damage to property in the underground workings of any mine;
- 1.6 special perils:
 - 1.6.1 storm, wind, water, hail, or snow but excluding damage to property:
 - 1.6.1.1 arising from it undergoing any process necessarily involving the use or application of water;
 - 1.6.1.2 caused by tidal wave originating from an earthquake;
 - 1.6.1.3 in the underground workings of any mine;
 - 1.6.1.4 in the open (other than buildings, structures and plant designed to exist or operate in the open) unless specifically Insured as a separate item in the Schedule;
 - 1.6.1.5 in any structure not completely roofed unless specifically Insured as a separate item in the Schedule;
 - 1.6.2 aircraft and other aerial devices or articles dropped therefrom;
 - 1.6.3 impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or property in or on such vehicles;

PROVIDED THAT this Defined Event (special perils) does not cover:

- a) wear and tear or gradual deterioration;
- b) damage caused or aggravated by:
 - (i) leakage or discharge from any sprinkler or drencher system in the buildings Insured hereby exceeding NAD 10 000 unless otherwise stated in the Schedule;
 - (ii) subsidence or landslide;
 - (iii) the Insured's failure to take all reasonable precautions for the maintenance and safety of the property Insured and for the minimization of any damage;
 - (iv) mildew, damp, rise in the underground water table, rising damp, rust, corrosion, or rot;
- 1.7 accidental damage to sanitary-ware and fixed glass up to NAD 50 000 for each and every incident of such damage and the Insured shall be responsible to pay the first NAD 1 000;
- 1.8 theft;

PROVIDED THAT:

- 1.8.1 theft was accompanied by visible signs of forcible and violent entry to or exit from the premises or any attempt or accompanied with threat of violence;

- 1.8.2 the Company shall not be liable to pay more than 25% of the sum Insured or the amount stated in the Schedule;
- 1.8.3 the Insured shall be liable for the first 10% of the claim with a minimum of NAD 500 for each and every claim, or the amount stated in the Schedule.

2 DEFINITION OF CONTENTS

Contents shall mean:

- 2.1 all contents contained in the office and/or consulting room situated as described in the Schedule but excluding documents as defined in Sub-Section C if Insured thereunder;
- 2.2 landlord's fixtures and fittings, the property of the Insured or for which they are responsible;
- 2.3 property owned by any partner or director or employee of the Insured up to NAD 10 000;
- 2.4 the Company shall not be liable to pay for:
 - 2.4.1 electronic data and processing equipment of any description;
 - 2.4.2 computers and all related hardware and peripherals;
 - 2.4.3 information or data stored in or on any of the equipment defined in 2.4.1 and 2.4.2 or more specifically insurable under the Electronic Equipment Section of the Policy;
 - 2.4.4 fax machines;
 - 2.4.5 telephone systems of any description;
 - 2.4.6 copier machines and scanners forming part of a data system or network.

3 LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models, and moulds to the value of materials and sums expended in labour subject to a maximum amount of NAD 10 000.

4 SPECIFIC EXCEPTIONS

This Sub-Section does not cover:

- 4.1 property outside the territorial limits of the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, and Mozambique;
- 4.2 designs, patterns, models, or moulds (except to the extent that the said articles are Insured in terms of Sub-Section A), stock in trade, samples, motor vehicles and motor vehicle accessories, money, securities, stamps, jewellery, or precious stones;
- 4.3 any consequential loss.

SUB-SECTION B – RENT

1 DEFINED EVENTS

Loss of rent actually incurred by the Insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in Sub-Section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this Sub-Section shall not exceed 25% of the sum Insured or value (whichever is the lesser) of all contents of the office premises affected.

For the purpose of this Sub-Section, the term 'office premises' shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

SUB-SECTION C – DOCUMENTS

1. DEFINED EVENTS

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded up to NAD 50 000 or the amount stated in the Schedule, whichever is the greater, towards labour and reinstatement cost.

2. DEFINITION OF DOCUMENTS

The term 'documents' shall mean:

Films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible,

EXCLUDING money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale. The term 'documents' shall include computer software and computer data carrying media unless otherwise stated in the Schedule.

The term 'documents' shall also include all of the types of documents described above that are in electronic format,

PROVIDED THAT duplicate records of such documents are maintained away from the Insured premises described in the Schedule.

3. LIMITATIONS

The Company's liability under this Sub-Section is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

4. SPECIFIC EXCEPTIONS

This Sub-Section does not cover:

4.1 loss or damage caused by:

- 4.1.1 electric or electronic or magnetic injury, disturbance, or erasure of electronic or magnetic recordings except by lightning;
- 4.1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
- 4.1.3 the dishonesty of any principal, partner, or director of the Insured whether acting alone or in collusion with others. This Exception shall not apply to any director who is also an employee of the Insured and whom the Insured have the right at all times to govern, control and direct in the performance of his work in the service of the Insured and in the course of the business;

4.2 wear and tear or gradual deterioration;

4.3 costs involved in re-shooting films and audio-visual material and re-recording audio tapes.

SUB-SECTION D – LIABILITY DOCUMENTS

1. DEFINED EVENTS

Legal liability as a direct consequence of loss of or damage to documents as defined in Sub-Section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under Sub-Section C unless such payment, reinstatement, repair, or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss. The Company will not pay more

than NAD 50 000 or the amount stated in the Schedule, whichever is the greater.

2. SPECIFIC EXCEPTION

This Sub-Section does not cover liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement.

3. MEMORANDUM

General Exception 1 is deleted and replaced by the following:

"This Sub-Section does not cover loss, damage, liability or expenditure directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

SUB-SECTION E – INCREASE IN COST OF WORKING

1. DEFINED EVENTS

Any additional expenditure not otherwise provided for in this Section reasonably incurred by the Insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the Company under Sub-Section A or C.

The Company will not be liable to pay more than 25% of the sum Insured in terms of Sub-Section A Contents.

CLAUSES AND EXTENSIONS (APPLICABLE TO ALL SUB SECTIONS)

1. Alterations and misdescription

The insurance under this Section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery, or plant;

PROVIDED THAT notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

2. New and additional premises

If the Insured occupies offices or consulting rooms other than those situated as stated in the Schedule in the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Malawi and Mozambique, the insurance by this Section shall apply as though such offices or consulting rooms were office premises within the meaning of this Section;

PROVIDED THAT:

- 2.1 the Insured must, within a reasonable time of taking occupation, advise the Company thereof and pay additional premium calculated pro-rata from the time of taking occupation until the end of the then current period of insurance;
- 2.2 this Clause shall not apply to any loss if and so far as the same is otherwise Insured.

3. Removal of debris

The insurance under this Section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following loss of or damage to the Insured property by any peril hereby Insured against,

PROVIDED THAT the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the Schedule to be Insured on the property affected.

The Company will not pay for any costs or expenses:

- 3.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- 3.2 arising from pollution or contamination of property not Insured by this Policy.

4. Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the:

- 4.1 replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new; or
- 4.2 repair of the contents to a condition substantially the same as but not better than its condition when new;

PROVIDED THAT if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed, or damaged beyond repair exceeds the sum Insured thereon at the time of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

5. Temporary removal

Except in so far as it is otherwise Insured the property Insured is covered whilst temporarily removed elsewhere on the premises stated in the Schedule or to any other premises including transit by road, rail, or inland waterway anywhere within the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique, and Malawi;

PROVIDED THAT:

- 5.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed 20% of the sum Insured applicable to any item;
- 5.2 the amount payable under this Clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

6. Temporary repairs and measures after loss

The insurance under this Section is extended to include all costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the Insured property by any peril hereby Insured against,

PROVIDED THAT the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate NAD 50 000 during any one insurance period.

7. Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the Terms, Exceptions and Conditions of this Section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

8. Clearance, demolition, and erection of hoardings

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the demolition of property insured and/or the removal of debris and in providing, erecting, and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event;

PROVIDED THAT:

- 8.1 where physical loss or damage did not occur, the amount payable shall not exceed 25% of the sum insured of the affected property up to a maximum of NAD 250 000 per event;
- 8.2 the total amount recoverable under the Extension shall not exceed the sum insured on the property affected;

FURTHER PROVIDED THAT:

the Company will not pay for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not insured by this Policy/Section.

9. Capital additions

The insurance under this Section covers alterations, additions, and improvements (but not appreciation in value in excess of the sums Insured) to the property for an amount not exceeding 15% of the sum insured thereon, it being understood that the Insured undertakes to advise the Company at the end of each period of insurance of such alterations, additions, and improvements and to pay the appropriate additional premium thereon.

OPTIONAL CLAUSES AND EXTENSIONS

1. Leakage — First loss (if stated in the Schedule to be included)

Damage caused by discharge or leakage from any sprinkler, drencher system or fire-extinguishing installation/ appliance.

Where a limit is shown against this additional peril in the Schedule, the amount of such limit shall be the maximum liability of the Company in respect of any one event and, for the purposes of this Extension only, the following shall be substituted for the average condition hereinbefore expressed:

"If the property Insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum Insured thereon against fire damage, then the Company shall be liable under this Extension only for that proportion of the first loss limit as the sum Insured against fire bears to the total value of such property and the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this Extension applies shall be separately subject to this Clause."

In respect of this Extension only, Defined Event 1.6 (b)(i) to this Section is deleted.

2. Theft (if stated in the Schedule to be included)

Defined Event 1.8 is deleted and replaced by:

"Theft or any attempt thereat other than by any principal, partner, director, or employee of the Insured;

PROVIDED THAT:

- a) the Company shall not be liable to pay more than 25% of the sum Insured;
- b) the Insured shall be liable for the first 10% (ten percent) of the claim minimum NAD 500 or the amount stated in the Schedule;
- c) the provision for Average shall not apply to this Optional Extension."

3. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 3.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 3.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 3.1 above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos (a) to (e) above loss or damage is not covered by this Section, the burden of providing the contrary shall rest on the Insured.

SECTION 3 - BUSINESS INTERRUPTION

DEFINED EVENTS

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under:

1. the Property Combined Section of this Policy;
2. the Office Contents Section of this Policy;
3. any other material damage policy as declared and agreed in writing by the Company covering the interest of the Insured;

but only in respect of Insured perils 2.1, 2.2, 2.3, 2.4 and 2.5 as defined in Sub Section A of the Property Combined Section hereof and the additional perils stated in the Schedule to be included (hereinafter termed damage).

Liability shall be deemed to have been admitted if such payment is precluded solely because the Insured is required to bear the first portion of the loss. The Company will indemnify the Insured in accordance with the provisions of the specification hereinafter set out.

SPECIFIC EXCEPTIONS

1. Aviation Hull and Cargo Business Interruption Exclusion

The Company shall not be liable to pay any claim or provide any benefit in respect of aviation hull, cargo, and/or liability including aviation cargo and all resultant business interruption therefrom.

SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any Damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 7 and 8, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimize or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense, deliver to the Company in writing a statement setting forth particulars of their claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom. No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

ITEM 1 GROSS PROFIT - DIFFERENCE BASIS

The insurance under this item is limited to loss of gross profit due to:

- a) reduction in turnover; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover
the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;
- b) in respect of increase in cost of working
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or

diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage. This amount shall exceed the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided as calculated above.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 1 GROSS PROFIT - ADDITIONS BASIS

The insurance under this item is limited to loss of gross profit due to:

- a) reduction in turnover; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover
the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;
- b) in respect of increase in cost of working
the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

Memorandum

If any standing charges of the business are not Insured under this Section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the Insured standing charges bears to the sum of the net profit and all the standing charges.

ITEM 2 GROSS RENTALS

The insurance under this item is limited to:

- a) loss of gross rentals; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of loss of gross rentals
the amount by which the gross rentals during the indemnity period shall in consequence of the damage

fall short of the standard gross rentals;

- b) in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of gross rentals is less than the annual gross rentals where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals where the maximum indemnity period exceeds 12 months.

ITEM 3 REVENUE

The insurance under this item is limited to:

- a) loss of revenue; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of loss of revenue

the amount by which the revenue during the indemnity period shall, in consequence of the damage, fall short of the standard revenue;

- b) in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of loss of revenue thereby avoided.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

ITEM 4 ADDITIONAL INCREASE IN COST OF WORKING

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items) incurred with the consent of the Company during the indemnity period in consequence of the damage for the purpose of maintaining the normal operation of the business.

ITEM 5 WAGES - NUMBER OF WEEKS BASIS

The insurance under this item is limited to the loss incurred by the Insured by the payment of wages for a period beginning with the occurrence of the damage and ending not later thereafter than the specified number of weeks.

The amount payable as indemnity under this item will be the actual amount which the Insured shall pay as wages for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured at

all and an equitable part of the wages paid for such period to employees whose services cannot, in consequence of the damage, be utilized by the Insured to the full,

PROVIDED THAT if the sum Insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage had the damage not occurred, the amount payable will be proportionately reduced.

ITEM 6 FINES AND PENALTIES FOR BREACH OF CONTRACT

The insurance under this item is limited to fines or penalties for breach of contract and the amount payable as indemnity hereunder shall be such sum as the Insured shall be legally liable to pay and shall pay in discharge of fines or penalties incurred solely in consequence of damage for non-completion or late completion of orders.

ITEM 7 LEVIES - LOSS OF USE

The insurance provided under this item is limited to loss of use to the registered owner of timeshare or share block units during the indemnity period in consequence of the damage (as defined) but only for the period necessary for reinstatement;

PROVIDED THAT:

- a) the timeshare or share block units claimed for in terms of this extension must have suffered damage;
- b) the amount payable is limited to the actual value of the levy for one week that the unit is not available;
- c) the Company shall not be liable for payment if a similar unit is available to the registered owner at the Insured resort.

DEFINITIONS

Memorandum applicable to all Definitions

If, during the indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services, shall be brought into account in arriving at the turnover, revenue, or gross rentals, during the indemnity period.

Indemnity period	The period beginning with the commencement of the damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the damage.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross rentals	The money paid or payable to the Insured by tenants in respect of rental of the premises and for services rendered.

Gross profit – Difference basis	The amount by which: - the sum of the turnover and the amount of the closing stock exceeds - the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
Gross profit – Additions basis	The sum produced by adding to the net profit the amount of the Insured standing charges or, if there is no net profit, the amount of the Insured standing charges less such proportion of any net trading loss as the amount of the Insured standing charges bears to all the standing charges of the business.
Uninsured costs	As specified in the Schedule (the words and expressions used shall have the meaning usually attached to them in the books and accounts of the Insured).
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.
Insured standing charges	As specified in the Schedule (the words and expressions used shall have the meaning usually given to them in the books of account of the Insured).
Standard Turnover, Standard Revenue and/or Standard Gross Rentals:	to which such adjustments shall be made as may be necessary to provide for the trend of the business and for variations or other circumstances affecting the business either before or after the damage or which would have affected the business had the damage not occurred, so that the figures thus adjusted shall represent as nearly as may be reasonably practicable the results which, but for the damage, would have been obtained during the relative period after the damage. Note: If the damage occurs before the completion of first year's trading of the business at the premises, the value of bracketed terms shall be calculated by using values proportionate to the results obtained during the period between the commencement of the business and the date of damage.
The Turnover (Revenue) (Gross Rentals) during that period in the twelve months immediately before the date of the damage which corresponds with the indemnity period	
Annual Turnover, Annual Revenue and/or Annual Gross Rentals:	
The Turnover (Revenue) (Gross Rentals) during the twelve months immediately before the date of the damage	
Rate of gross profit:	
The rate of gross profit earned on the turnover during the financial year immediately before the date of the damage	

CLAUSES AND EXTENSIONS

1. Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under this Section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants, and their certificate shall be prima facie evidence of the particulars and details to which it relates.

2. Accumulated stocks

In adjusting any loss, account shall be taken, and an equitable allowance made if any shortage in turnover or revenue due to the damage is postponed by reason of the turnover or revenue being temporarily maintained from accumulated stocks.

3. Extensions to other premises

Loss as insured by this Section resulting from interruption of or interference with the business in consequence of damage (as defined herein) shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

3.1 Contract sites

Any situation not in the occupation of the Insured where the Insured is carrying out a contract.

3.2 Storage, transit, and vehicle

Property of the Insured whilst stored or whilst in transit by air, road, rail, or inland waterway or being motor vehicles of the Insured elsewhere than at premises in the occupation of the Insured.

4. Departmental

If the business is conducted in departments or branches, the independent trading results of which are ascertainable, the provisions under items 1 (Gross profit), 2 (Gross rentals) or 3 (Revenue) relating to reduction in turnover/gross rentals/revenue and increase in cost of working, shall apply separately to each department or branch affected by the damage, except that if the sum Insured by the relative item is less than the aggregate of the annual gross rentals (annual revenue) (sums produced by applying the rate of gross profit for each department or branch, whether or not affected by the damage, to the relative annual turnover thereof) (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12), the amount payable shall be proportionately reduced.

5. Deposit premium

In consideration of the premium by items 1 (Gross profit), 2 (Gross rentals) or 3 (Revenue) being provisional in that it is calculated on 75% of the sum Insured, the premium is subject to adjustment on expiry of each period of insurance as follows:

5.1 In the event of the gross profit/gross rentals/revenue earned (proportionately increased if the number of months referred to in the definition of indemnity period exceeds 12 during the financial year most nearly concurrent with any period of insurance being less or greater than 75% of the sum Insured thereon, a pro-rata return or additional premium not exceeding 33.3% of the provisional premium paid for such period of insurance will be made in respect of the difference.

5.2 In the event of a claim being made under this Section, the amount paid or payable thereon shall be regarded as actually earned.

6. Output (Alternative basis)

At the option of the Insured, the term 'output' may be substituted for the term 'turnover', and, for the purposes of this Section, output shall mean the sale or transfer value, as shown in the Insured's books, of goods manufactured or processed by the Insured at the premises;

PROVIDED THAT:

6.1 only the meaning of output or the meaning of turnover shall be operative in connection with any one event resulting in interruption;

6.2 if the meaning of output be used

6.2.1 the accumulated stocks clause shall be inoperative;

6.2.2 the memorandum at the end of the Definitions shall read as follows:

"If, during the indemnity period, goods shall be manufactured or processed other than at the premises for the benefit of the business either by the Insured or by others on behalf of the Insured, the sale or transfer of such goods shall be brought into account in arriving at the output during the indemnity period."

7. Public telecommunications – Insured perils only

7.1 Property at the premises of any public authority which is empowered by law to supply a telecommunications facility to the Insured;

7.2 The transmission facilities network for the public authority mentioned in 7.1;

PROVIDED THAT:

- a) the Company shall not be liable to pay more than 10% of the Business Interruption Sum Insured or NAD 1 000 000, whichever is the lesser, or the amount as stated in the Schedule; and
- b) such interruption or interference extends beyond 24 hours from commencement thereof; and
- c) the provision for Average shall not apply to this Extension.

8. Public utilities – Insured perils only

Property at electricity generating stations, sub-stations or transmission networks, gas-works including the related gas distribution network, water purification plants, pumping stations, aqueducts and pipelines of an authority empowered by law to supply water, gas, or electricity for consumption by the public and which results in an interruption of water, gas, or electricity to the premises of the Insured;

PROVIDED THAT:

- a) the Company shall not be liable to pay more than 10% of the Business Interruption Sum Insured or NAD 1 000 000, whichever is the lesser, or the amount as stated in the Schedule;
- b) such interruption or interference extends beyond 24 hours from commencement thereof;
- c) the provision for Average shall not apply to this Extension.

9. Salvage sale

If the Insured holds a salvage sale during the indemnity period clause a) of Item 1 (Gross profit) shall, for the purposes of such claim, read as follows:

"In respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale."

10. Ventilation failure

Loss as Insured by the Section resulting from interruption of or interference with the business in consequence of physical damage to the ventilation system which controls the cooling or heating requirements of the Insured premises shall be deemed to have resulted from damage (as within defined),

PROVIDED THAT should such interruption or interference arise from mechanical or electrical or electronic breakdown there shall be no liability under this extension.

The Company will not be liable to pay more than NAD 100 000 for each and every event. Liability shall commence after 24 hours of such interruption of or interference with the business.

11. Auxiliary power failure

Loss as Insured by the Section resulting from interruption of or interference with the business in consequence of physical damage to the auxiliary power plant to operate in the event of the failure of the main electricity supply grid from which the Insured normally receive its power shall be deemed to have

resulted from damage (as within defined);

PROVIDED THAT this extension does not cover loss resulting from damage directly or indirectly caused by:

11.1 lack of maintenance or failure to test such equipment on a weekly basis;

11.2 normal wear and tear or gradual deterioration;

11.3 a shortage of fuel or the incorrect supply of fuel;

11.4 a flat battery or battery failure at the time of starting the equipment.

The Company will not be liable to pay more than NAD 100 000 for each and every event.

In respect of interruptions of or interference with the business arising from mechanical or electrical or electronic breakdown, there shall be no liability under this Extension for interruption of or interference with the business unless such interruption or interference extends beyond 24 hours from commencement thereof.

12. Prevention of access

Property within a 25 km radius of the Insured's premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not.

The Company will not be liable to pay more than 75% of the sum Insured for each and every event not exceeding NAD 5 000 000.

13. Additional premises

In the event of the Insured occupying or having property at any newly added premises for the purpose of the business during the currency of this Section, such newly added premises shall be deemed to be included subject to notification to the Company within 30 days from the date of first occupancy of the additional premises, subject to the maximum limit of indemnity as specified in the Schedule under either Gross Profit/Gross Rental/ Revenue.

OPTIONAL CLAUSES AND EXTENSIONS

1. Accidental damage (if stated in the Schedule to be included)

The following Defined Event is added:

Loss following interruption of or interference with the business in consequence of damage occurring during the period of insurance at the premises in respect of which payment has been made or liability admitted under Defined Event 1 of the Accidental damage Section of this Policy (hereinafter termed 'damage');

PROVIDED THAT:

1.1 the provision under any item of this Section that the payment will be reduced proportionately if the amount Insured by the item is not adequate, is deleted in respect of this defined event;

1.2 the Company shall not pay more than the sum Insured stated in the Schedule of the Accidental damage Section for both this Section and the Accidental damage Section combined.

2. Extensions to other premises (if stated in the Schedule to be included)

Loss as Insured by this Section resulting from interruption of or interference with the business in consequence of damage (as defined herein) shall be deemed to be loss resulting from damage to property used by the Insured at the premises.

2.1 Specified suppliers/sub-contractors

The premises of the direct suppliers and sub-contractors specified in the Schedule subject to stated limits,

PROVIDED THAT the Company shall not be liable to pay more than 25% of the gross profit amount towards any specified supplier/sub-contractor unless stated otherwise in the Schedule for each and every claim.

2.2 Specified customers

The premises of the direct customers specified in the Schedule subject to stated limits,

PROVIDED THAT the Company shall not be liable to pay more than 25% of the gross profit amount towards any specified customer unless stated otherwise in the Schedule for each and every claim.

2.3 Unspecified suppliers

The premises of any other of the Insured's direct suppliers, manufacturers or processors of components, goods, or materials, but excluding the premises of any public supply undertaking from which the Insured obtains electricity, gas or water subject to the limit stated in the Schedule,

PROVIDED THAT the Company shall not be liable to pay more than 10% of the gross profit amount towards any unspecified supplier unless stated otherwise in the Schedule for each and every claim.

2.4 Prevention of access – extended cover

Property within a 25 km radius of the premises, destruction of or damage to which shall prevent or hinder the use of the premises or access thereto, whether the premises or property of the Insured therein shall be damaged or not,

PROVIDED THAT the Company will not be liable to pay more than 75% of the gross profit, gross rentals or revenue sum Insured for each and every event and note exceeding NAD 5 000 000.

2.5 Public utilities – extended cover

Any direct loss resulting from interruption of or interference with the Business in consequence of physical damage to property at any electricity, gas or water production, storage or distribution supply undertaking shall be deemed to be a loss resulting from damage to Property used by the Insured at the Premises;

PROVIDED THAT this Extension does not cover losses resulting from damage directly or indirectly caused by:

2.5.1 a fault on any part of the installation belonging to the insured premises;

2.5.2 the exercise of an authority empowered by law to supply water, gas, or electricity of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority;

PROVIDED THAT:

a) the Company shall not be liable to pay more than 10% of the Business Interruption Sum Insured or NAD 1 000 000, whichever is the lesser, or the amount as stated in the Schedule;

b) such interruption or interference extends beyond 24 hours from commencement thereof;

c) the provision for Average shall not apply to this Optional Extension.

2.6 Public telecommunications – extended cover

Any direct loss resulting from interruption of or interference with the Business in consequence of physical damage to property at any public telecommunications undertaking shall be deemed to be a loss resulting from damage to Property used by the Insured at the Premises;

PROVIDED THAT this Extension does not cover loss resulting from damage directly or indirectly caused by:

2.6.1 a fault on any part of the installation belonging to the insured premises;

2.6.2 a decision by any authority or service provider to legally withhold the telecommunication facility from the Insured unless such decision is directly attributable to damage to property of such authority;

PROVIDED THAT:

- a) the Company shall not be liable to pay more than 10% of the Business Interruption Sum Insured or NAD 1 000 000, whichever is the lesser, or the amount as stated in the Schedule;
- b) such interruption or interference extends beyond 24 hours from commencement thereof;
- c) the provision for Average shall not apply to this Optional Extension.

3. Loss of game (if stated in the Schedule to be included)

This Section is extended to include loss of revenue resulting from the loss of game as a direct result of a bush fire or flood;

PROVIDED THAT:

- 3.1 despite the Indemnity Period stated in the Schedule, the Indemnity Period in respect of this Extension shall not exceed 3 months;
- 3.2 the Company shall not be liable to pay more NAD 1 000 000 in respect of this Extension.

SECTION 4 - ACCOUNTS RECEIVABLE

DEFINED EVENTS

Loss or damage as a result of accident or misfortune (hereinafter termed damage) to the Insured's books of account or other business books or records at the premises or at the residence of any director, partner or employee or the premises of any accountant of the Insured, in consequence whereof the Insured is unable to trace or establish the outstanding debit balances in whole or in part due to the Insured,

PROVIDED THAT the liability of the Company shall not exceed the sum Insured stated in the Schedule and that the basis of indemnity will be as set out in the specification which forms part of this Section.

If, because of imminent danger of their destruction, such books of account or other business books or records are removed to a place of safety, the insurance hereunder shall apply if such goods are destroyed, damaged or lost as aforesaid during such removal or while so located or being returned to the premises, provided the Insured shall notify the Company in writing of such removal within 30 days thereafter.

The Company will also pay all reasonable collection costs and expenses incurred by the Insured in excess of normal collection costs and expenses made necessary because of such damage.

SPECIFIC EXCEPTIONS

The company will not pay for:

1. loss resulting from loss or damage to the books of account or other business books, or records caused by:
 - 1.1 wear and tear or gradual deterioration or loss or damage caused by moths or vermin;
 - 1.2 detention, seizure, or confiscation by any lawfully constituted authority;
 - 1.3 electrical or electronic or magnetic injury, disturbances, or erasure unless the Insured maintains the duplicate records referred to in the duplicate records clause of this Section, in which case the Insured will be responsible for the first NAD 500 of each and every loss;
2. loss caused by fraud or dishonesty of any principal, director, partner, or employee of the Insured.

SPECIFICATION

The insurance under this Section is limited to the loss sustained by the Insured in respect of outstanding debit balances directly due to the damage and the amount payable shall not exceed:

1. the difference between:
 - 1.1 the outstanding debit balances, and
 - 1.2 the total of the amounts received or traced in respect thereof, plus
2. the additional expenditure incurred in tracing and establishing customers' debit balances after the damage,

PROVIDED THAT if the sum Insured under this item is less than the outstanding debit balances, the amount payable shall be proportionately reduced.

DEFINITIONS

Outstanding debit balances

The total declared in the statement last given under the provisions of the following memorandum adjusted for:

1. bad debts;
2. amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the damage) to customers' accounts in the period between the date to which said last statement relates and the date of the damage; and
3. any abnormal conditions of trade which had or could have had a material effect on the business;

so that the figures thus adjusted shall represent as nearly as reasonably practicable those which would have been obtained at the date of the damage had the damage not occurred.

CLAUSES AND EXTENSIONS

1. Adjustment

In consideration of the premium under this Section being provisional in that it is calculated on 75% of the sum Insured, the premium will be adjusted as follows:

On the expiry of each period of insurance, the actual premium shall be calculated at the rate percent per annum on the average amount Insured, i.e., the total of the sums declared divided by the number of declarations. If the actual premium is greater than the provisional premium, the Insured shall pay the difference. If it is less, the difference shall be repaid to the Insured, but such repayment shall not exceed 33.3% of the provisional premium paid.

If the amount of a declaration exceeds the sum Insured applicable at the date of such declaration, then for the purposes of this memorandum only, the Insured shall be deemed to have declared such sum Insured.

2. Accountants

Any particulars or details contained in the Insured's books of account or other business books or records which may be required by the Company under this Section for the purpose of investigating or verifying any claim hereunder, may be produced and certified by the Insured's auditors or professional accountants, and their certificate shall be *prima facie* evidence of the particulars and details to which it relates.

3. Declarations

The Insured shall, within 60 days of the end of each month or other agreed period, provide the Company with a signed statement showing the total amount outstanding in customers' accounts as set out in the Insured's accounts as at the end of the said month.

4. Duplicate records

Whether in electronic format or otherwise, the Insured shall maintain duplicate records of their books of account or other business books or records containing details of outstanding balances and such duplicates shall be stored at different premises from the original documents.

OPTIONAL CLAUSES AND EXTENSIONS

1. Protections (if stated in the Schedule to be included)

Whether in electronic format or otherwise, the Insured's books of account, or other business books or records containing details of outstanding balance, must be kept in a fire-resistant safe, cabinet or strongroom

outside business hours unless they are being worked on or are required for immediate reference.

2. Transit (if stated in the Schedule to be included)

The insurance under this Section includes loss as defined to the Insured's books of account or other business books or records, including all such records that are in electronic format, whilst in transit to or from the premises or residence of any director, partner, employee, or accountant of the Insured.

3. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 3.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 3.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 3.1 above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision (a) to (e), loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

SECTION 5 - THEFT (NON-FORCIBLE/VIOLENT ENTRY/EXIT)

DEFINED EVENTS

Loss of or damage to all contents (the property of the Insured or for which they are responsible but excluding goods in the open and employees' personal effects) of any insured building at the insured premises described in the schedule as a result of theft unaccompanied by forcible and violent entry or exit outside business hours and limited to the amount stated in the schedule per event.

The Company will also pay for loss or damage to property:

1. Losses whilst in a building at any additional premises

PROVIDED THAT:

- 1.1 such additional premises are advised to the Company within 30 days from the time the risk attaches to the Company;
- 1.2 an additional premium, if any, is paid;
- 1.3 the Company's liability in respect of this Extension shall not exceed 50% of the highest amount stated in the schedule applicable to any one premises.

2. Property of guests (applicable to accommodation risks only)

In addition to any amount payable the Company will also pay for loss or damage to property of guests as a result of theft or attempted theft at the insured premises;

PROVIDED THAT:

- 2.1 the property is not insured otherwise;
- 2.2 property shall mean personal effects and pedal cycles;
- 2.3 the Company shall not be liable to pay more than:
 - 2.3.1 the amount of NAD 10 000 per person per event; or
 - 2.3.2 the amount of NAD 25 000 in the aggregate any one event;
- 2.4 the Insured shall be responsible for the first NAD 500 each and in respect of each and every claim.

LIMITATIONS

The Company's liability under this Sub-Section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models, and moulds to the value of materials and sums expended in labour subject to a maximum of NAD 5 000 any event.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry;
2. loss or damage insurable under a glass insurance policy;
3. property more specifically Insured or, unless specified in the Schedule, cash, bank and currency notes, cheques, credit card vouchers, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature;
4. loss or damage in which any principal, partner, director, or any member of the Insured's household or any of the Insured's employees is concerned as principal or accessory.

SECTION 6 - MONEY

SUB-SECTION A

1. DEFINED EVENTS

Loss of or damage to money (as defined) occurring in the Republic of Namibia, South Africa, Lesotho, Botswana, Swaziland, Zambia, Zimbabwe, Malawi, and Mozambique except if otherwise specified,

PROVIDED THAT the liability of the Company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limits stated in the Schedule.

2. DEFINITIONS

Money	Cash, bank and currency notes, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, prepaid vouchers, the property of the Insured or for which they are responsible.
Receptacle	Any safe, strong-room, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.
Clothing	Clothing and personal effects not otherwise Insured belonging to the Insured or to any principal, partner, director, or employee of the Insured.

3. CLAUSES AND EXTENSIONS

3.1 Receptacles and clothing

In addition to any payment in respect of a defined event, the Company will indemnify the Insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money,

PROVIDED THAT the Company's liability under this Extension shall not exceed NAD 10 000 for any one claim.

3.2 Skeleton keys

The insurance under this Section extends to cover loss of or damage to the property Insured caused or accompanied by entry to receptacles by use of a skeleton key or other similar device (excluding a duplicate key),

PROVIDED THAT the Insured must establish to the satisfaction of the Company that a skeleton key or device was used.

3.3 Seasonal Increase

The major limit as stated in the Schedule is increased by the amount stated in the Schedule under Seasonal Increase during the period as stated in the Schedule,

PROVIDED THAT the Insured shall be responsible for the First Amount Payable as stated in the Schedule.

4. MEMORANDA

4.1 Loss of or damage to money as Insured under this Section arising from dishonesty of any principal, partner, director, or person in the employ of the Insured as Insured (such person) as defined under this Section shall be subject to a compulsory First Amount Payable of NAD 5 000 or any other amount stated in the Schedule, whichever is the greater.

4.2 The Company shall not be liable under this Section of the policy in respect of loss or damage arising

from any event in respect of which a claim is payable or would be payable but for any First Amount Payable or co-Insured clause under the fidelity section of the Policy or any other fidelity insurance.

5. SPECIAL CONDITION

Money in transit

Unless otherwise stated in the Schedule, the Company shall compensate the Insured for loss of or damage to money as defined whilst in transit;

PROVIDED THAT:

- 5.1 the transit route is by direct journey and uninterrupted to and from the bank;
- 5.2 the money is not left in an unattended vehicle;
- 5.3 money up to NAD 20 000 is carried and under control of at least one permanent employee of the Insured;
- 5.4 money more than NAD 20 001 but less than NAD 30 000 is carried and under control of at least two permanent employees of the Insured and split equally between them;
- 5.5 money in excess of NAD 30 001:
 - 5.5.1 is carried by an approved and professional money handler;
 - 5.5.2 is carried in a vehicle specifically converted for the purpose of carrying cash;
 - 5.5.3 the vehicle is equipped with armed guards and linked to a control room; and
 - 5.5.4 Provision 5.1, 5.2, 5.3 and 5.4 shall not apply to Provision 5.5.
- 5.6 The Insured shall be responsible for the first 15% of each claim with a minimum of NAD 1 000 or the amount stated in the Schedule.

6. OPTIONAL EXTENSION

Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 6.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 6.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 6.1. above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos (a) to (e) above, loss or damage is not covered by this Section, the burden of proving the contrary rests on the Insured.

7. SPECIFIC EXCEPTIONS

The Company shall not be liable for loss of or damage to money:

- 7.1 arising from dishonesty of any principal, partner, director or person or persons in the employ of the Insured not discovered within 14 working days of the occurrence thereof;
- 7.2 arising from shortage due to error or omission;
- 7.3 arising from the use of keys to any safe or strong room unless the keys:
 - 7.3.1 are obtained by violence or threats of violence to any person;
 - 7.3.2 are used by the key-holder or some other person with the collusion of the key-holder and the Insured can prove to the satisfaction of the Company that the key-holder or such other person had used the keys to open the safe or strong-room;
- 7.4 in an unlocked safe or strong-room whilst the portion of the premises containing such safe or strong-room is unattended, but this Exception will not apply if it can be shown to the satisfaction of the Company that the key- holder to the safe or strong-room deliberately left it unlocked with the intention of allowing the money to be stolen;
- 7.5 not contained in a locked safe or strong-room whilst the portion of the premises containing such money is unattended, but this Exception will not apply if it can be shown to the satisfaction of the Company that the person(s) responsible for the money deliberately left it outside the safe or strong-room with the intention of allowing it to be stolen;
- 7.6 in any vehicle being used by the Insured unless a principal, partner, director, or employee of the Insured is actually in such a vehicle or, if not in such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This Exception shall not apply following an accident involving such vehicle rendering the said person incapacitated;
- 7.7 caused by incorrect electronic fund transfers by or to the Insured;
- 7.8 caused by cybercrime.

Specific Exceptions 7.3, 7.4, 7.5 and 7.6 will be covered up to NAD 3 000 and such losses shall not be reduced by any First Amount Payable.

SUB-SECTION B - PERSONAL ACCIDENT (ASSAULT)

1. DEFINED EVENTS

The term 'defined events' in the Money Section shall be deemed to include bodily injury, caused by accidental, violent, external, and visible means as a result of theft, or any attempt thereat, to the Insured or to any principal, partner, director, or employee of the Insured (hereinafter in this Extension referred to as such person) while such person is acting in the course of his duties in the Insured's employ.

The Company will pay to the Insured, on behalf of such person or his estate, the sum or sums stated in the Schedule in the event of bodily injury to such person resulting within 24 calendar months in respect of:

Death	NAD 10 000
Permanent Disability	NAD 10 000
Medical Expenses	NAD 10 000
Reasonable expenses incurred, up to the sum specified, shall be payable in respect of surgical, dental, nursing home or hospital treatment (including the cost of artificial aid and prostheses and the cost and expenses incurred in emergency transportation or freeing such person if trapped or bringing such person to a place of safety) incurred within 24 months of the defined event.	The Company shall not be liable to pay more than NAD 15 000.

2. MEMORANDA APPLICABLE TO PERMANENT DISABLEMENT BENEFITS

- 2.1 The Company shall not be liable to pay in respect of any one such person more than the capital sum.
- 2.2 This Extension shall not apply to any such person under 15 or over 70 years of age.
- 2.3 After suffering bodily injury for which benefit may be payable under this Extension, such person shall submit to medical examination and undergo any treatment specified. The Company shall not be liable to make any payment unless this Provision is complied with to its satisfaction.
- 2.4 General Exception 2 and General Conditions 2 and 10 do not apply to this Extension.
- 2.5 In respect of this Extension only, General Exception 1 is deleted and replaced by the following:

"This Extension does not cover death or bodily injury directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power."

3. EXTENSIONS

- 3.1 Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereat.
- 3.2 In the event of the disappearance of any such person in circumstances which satisfy the Company that he has sustained injury to which this Personal Accident (assault) Extension applies and that such injury has resulted in the death of such person, the Company will, for the purpose of the insurance afforded by this Extension, presume his death,

PROVIDED THAT if, after the Company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment must forthwith be refunded by the Insured to the Company.

SECTION 7 - FIDELITY GUARANTEE

DEFINED EVENTS

The Company shall indemnify the Insured for losses occurring subsequent to the Retroactive Date stated in the Schedule and discovered during the period of insurance for:

- a) loss of money and/or other property belonging to the Insured or for which they are responsible stolen by an Insured employee;
- b) direct financial loss sustained by the Insured as a result of fraud or dishonesty of an Insured employee which results in dishonest personal financial gain for the employee concerned;
- c) loss sustained by the Insured directly caused by Theft by Computer Fraud;

PROVIDED THAT:

1. the Company is not liable for:
 - 1.1 all losses which occurred more than 24 months prior to discovery;
 - 1.2 all losses are discovered not later than 12 months after the termination of:
 - 1.2.1 this section; or
 - 1.2.2 this section in respect of any Insured employee concerned in a loss; or
 - 1.2.3 the employment of the Insured employee of the last of the Insured employee concerned in a loss; whichever occurs first;
2. the renewal of this insurance from period to period or any extension of any period of insurance shall not have the effect of accumulating or increasing the liability of the Company beyond the sum Insured stated in the Schedule. If the period of insurance is less than 12 months, the Company's liability is limited to the sum stated in the Schedule during any 12-month period of insurance calculated from inception to renewal;
3. this insurance shall operate on an each and every occurrence basis and the liability of the Company for all losses arising from one occurrence shall not exceed the sum Insured stated in the Schedule, whether involving any one Employee or Third Party or any number of Third Parties acting in collusion with or independently from each other;
4. where indemnity is provided to the Insured in terms of any insurance superseded by the Policy, the liability of the Company shall be limited to only that proportion of the loss which is not payable in terms of the superseded policy;
5. all acts committed by any one person or in which such person is involved or implicated will be considered one event;
6. the term 'dishonest personal financial gain' shall not include gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions, or other emoluments.

DEFINITIONS

Employee

1. Any person while employed under a contract of service with or apprenticeship to the Insured;
2. Any person while hired or seconded from any other party into the service of the Insured whom the Insured has the right at all times to govern, control and direct in the performance of his work in the course of the business of the Insured;
3. Students, volunteers, or persons employed on youth training or work experience schemes;

	4. Any member of the board of trustees of any pension fund, provident fund or benefit fund as defined in the Income Tax Act 24 of 1981 established by the Insured for the benefit of employees referred to in 1.
Defined Event 3 – Loss	Actual loss of money or monetary funds or negotiable instruments or corporeal tangible property belonging to the Insured or for which the Insured is responsible, PROVIDED THAT loss does not include a loss arising from the avoidance, breach, cancellation or other termination of a contract, the non-payment or other non-performance by a debtor, the adverse consequence of a business or trade risk or venture or other speculative enterprise or investment or the provision or receipt or any suretyship or other security.
Theft	Dishonest appropriation of money, monetary funds, or property with the intention to steal or defraud.
Computer Fraud	The unlawful making with intent to defraud of a misrepresentation by means of access to or use, disclosure, processing, deletion, insertion, amendment, interception or manipulation of the information, data, software, or systems of the Insured or of any banking institution holding controlling or otherwise dealing with money or property of the Insured or for which the Insured is responsible which is initiated, implemented, or completed electronically by use of a computer.

SPECIFIC EXCEPTIONS

1. The Company shall not be liable for:
 - 1.1 loss resulting from or contributed to by any defined event by:
 - 1.1.1 any partner in or of the Insured to the extent that such partner would benefit by indemnity granted under this Policy;
 - 1.1.2 any principal, director, or member of the Insured unless such principal director or member is also an employee;
 - 1.1.3 any employee from the time the Insured shall become aware that such employee has committed any fraud or dishonesty;
 - 1.2 any consequential losses of any kind following losses referred to under defined events.
2. This Section does not cover any Company or other legal entity acquired during the period of insurance.
3. The Company shall only be liable to the extent of the participation/shareholding of any uninvolved partners/principals/directors or members for an Insured event in which any partner/principal/director or member of the Insured is or has been directly involved.
This Specific Exception only applies to:
 - 3.1 partnerships;
 - 3.2 private companies;
 - 3.3 close corporations;
 - 3.4 trusts.

SPECIFIC CONDITIONS

1. The Insured shall institute and/or maintain and continue to employ in every material manner all such systems of checks and controls, accounting and clerical procedures and methods of

conducting his business as has been represented to the Company, but the Insured may:

- 1.1 change the remuneration and/or conditions of service of any employee;
 - 1.2 in respect of any employee who is described in the Schedule by name, change his duties and/or position;
 - 1.3 in respect of any employee who is described in the Schedule only by the position held by him, remove such employee and place in his position any other person who falls within the definition of Employee;
 - 1.4 make such other changes as are approved beforehand in writing by the Insured's auditors.
2. If the Insured shall sustain any loss to which this Section applies which exceeds the amount payable hereunder in respect of such loss, the Insured shall be entitled to all recoveries (except from suretyship, insurance, reinsurance, security or indemnity taken or effected by the Company or for the amount of any First Amount Payable) by whomsoever made on account of such loss until fully reimbursed, less the actual cost of effecting the same, and any remainder shall be applied to the reimbursement of the Company and the Insured to the extent of his co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

CLAUSES AND EXTENSIONS

1. Accountants

Any particulars or details contained in the Insured's books of account or other business books or documents which may be required by the Company under this Section for the purpose of investigating or verifying any claim hereunder may be produced and certified by the Insured's auditors or professional accountants and their certificate shall be prima facie evidence of the particulars and details to which it relates.

2. Extended Cover for Past Employees

Any person who ceases to be an employee shall, for the purpose of this Section, be considered an employee for a period of 30 days after he ceased to be an employee.

3. Other Insurances

It is a condition of this Section that other than:

- 3.1 a money policy;
- 3.2 that which is declared to the Company at inception, renewal or upon the submission of a claim;
- 3.3 a fidelity pension fund policy which is not in excess of this Section;
- 3.4 this Policy;

no other insurance is in force during the currency of this Section to insure against the risks Insured hereunder.

OPTIONAL CLAUSES AND EXTENSIONS

1. Extortion (if stated in the Schedule to be included)

the Defined Event shall include loss due to the taking by extortion from the Insured of money and/or other property by intentionally and unlawfully subjecting the Insured or any director, member, partner, trustee or employee of the Insured or a relative or any such person to any threat of physical harm which includes such person to submit to the taking,

PROVIDED THAT the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity,

PROVIDED FURTHER THAT this Extension shall not entitle the Insured to indemnity in respect of any loss which is Insured, or which would be insurable in terms of a Theft, Money, Motor or Marine/Transit

insurance Policy or any other more specific insurance covering money or goods.

2. Retroactive Cover – No Previous Insurance in Force (if stated in the Schedule to be included)

This Section will also apply to defined events as Insured herein which occurred up to 12 months prior to inception of this Section but not more than 24 months prior to discovery, provided the events are discovered within the sooner of 12 months of the termination of employment of the employee concerned or within 12 months of the expiry of this Section.

3. Superseded Insurance (if stated in the Schedule to be included)

This Section will apply to defined events Insured herein which occurred during the currency of any insurance superseded by this Section and specified in the Schedule;

PROVIDED THAT:

- 3.1 this Extension is restricted to losses which would have been payable by the superseded insurance but which are not claimable because of the expiry of the period of time allowed by the superseded insurance for the discovery of the defined events;
- 3.2 the defined events are discovered within the sooner of 12 months of the termination of the employment of the employee concerned or within 12 months of the expiry of this Section;
- 3.3 the amount payable under this Extension shall not exceed the amount Insured by this Section or the amount Insured by the superseded insurance whichever is the lesser;
- 3.4 in the event of the defined events involving one employee or any number of employees occurring during both the currency of this Section and that of the superseded policy, the maximum amount payable shall not exceed the amount Insured by this Section at the time of discovery of the defined events;
- 3.5 this Extension will not apply to defined events which occurred more than the number of years stated in the Schedule before inception of this Section;
- 3.6 the Company shall not be liable for any loss which occurred more than 24 months prior to the discovery of such loss.

4. Voluntary First Amount Payable (if stated in the Schedule to be included)

In addition to the amount payable by the Insured as reflected on the Schedule, the Insured shall be responsible for the difference between such amount and the amount stated in the Schedule as the voluntary First Amount Payable provided such voluntary amount exceeds the compulsory amount.

5. Reduction/Reinstatement of Sum Insured (if stated in the Schedule to be included)

The payment by the Company of any loss involving one employee or any number of employees shall not reduce the Company's liability in respect of the remaining Insured employees;

PROVIDED THAT:

- 5.1 the maximum amount payable by the Company for all Insured employees shall not exceed double the sum Insured shown in the Schedule;
- 5.2 the Insured pays additional premium calculated in terms of the following formula:

$$\begin{array}{ccc} \text{Annual premium in} & & \text{Amount of claim} \\ \text{force at the time of} & & \text{payment} \\ \text{discovery of loss} & \times & \frac{\text{Sum Insured at time}}{\text{of discovery of loss}} \end{array}$$

The additional premium shall be payable in full and may not be reduced due to the period between the date of discovery of loss and the expiry date being less than 12 months.

6. Costs of Recovery (if stated in the Schedule to be included)

If the Insured shall sustains any loss to which this Section applies which exceeds the sum Insured hereunder, the Company will, in addition to the sum Insured , pay to the Insured costs and expenses not exceeding the amount stated in the Schedule necessarily incurred with the consent of the Company (which consent shall not be unreasonably withheld) for the recovery or attempted recovery from the employee in respect of whose dishonest or fraudulent acts the claim is made, of that part of the loss which exceeds the sum Insured hereunder. All amounts recovered by the Insured in excess of the said part of the loss shall be for the benefit of the Company and the Insured to the extent of this co-insurance in terms of the Compulsory First Amount Payable clause and/or Schedule.

7. Computer Losses (if stated in the Schedule to be included)

The Insured having completed a satisfactory questionnaire, the Computer Losses First Amount Payable clause is deleted.

Losses discovered more than 24 months after being committed but not more than 36 months thereafter (if stated in the Schedule to be included)

7.1 In consideration of the payment of an additional premium, Provision 1.1 of the Defined Events is restated to read:

“1.1 "the Company is not liable for all losses which occurred more than 36 months prior to discovery."

7.2 If this Policy Section includes the Superseded insurance clause, the period referred to in Provision 6 thereof is increased from 24 months to 36 months.

Extension granted on receipt of a satisfactory systems audit in respect of losses discovered more than 24 months after being committed (if stated in the Schedule to be included)

7.3 In consideration of the accounting firm named in the Schedule having conducted a satisfactory audit of the Insured's systems of:

7.3.1 controls;

7.3.2 fraud, dishonesty, and theft detection;

and subject to the Insured implementing and maintaining all the recommendations contained in such audit;

PROVIDED THAT Provision 1.1 of the Defined Events (which limits cover to that part of losses discovered within 24 months and Provision 3.6 of the Superseded insurance Extension Clause (if applicable) is deleted.

7.4 The First Amount Payable clause (or First Amount Payable as reflected in the Schedule) for losses discovered more than 12 months after they were committed is deleted.

MEMORANDA

1. In the event of the discovery of any loss resulting from a defined event, the Insured may, notwithstanding anything to the contrary contained in General Condition 7.2, refrain from reporting the matter to the Police but must do so immediately should the Company require such action to be taken.
2. Non-disclosure of his own fraud or dishonesty or that of others with whom he is in collusion by the person signing any proposal form or giving renewal or other instructions shall not prejudice any claim under this Section.
3. General Exceptions 1 and 2 and General Condition 10 do not apply to this Section.
4. If the sum Insured is increased at any time, such increased amount shall apply only to defined events committed after the date of such an increase.

COMPULSORY FIRST AMOUNTS PAYABLE

1. Compulsory first amount payable

The amount payable under this Section in respect of a defined event involving one employee or any number of employees acting in collusion shall be reduced by:

- 1.1 2% of the aggregate of the sum Insured under this Section and the declared insurance or NAD 60 000, whichever is the lesser; plus
- 1.2 a further amount of 10% of the net amount payable after deduction of the amount specified in 1.1 above.

The Insured shall be responsible for both amounts and remain uninsured.

2. Computer losses first amount payable

The First Amount Payable specified in either of the First Amount Payable clauses in this Section is automatically increased by 100% if the defined event results from the dishonest:

- 2.1 manipulation of;
- 2.2 input into;
- 2.3 suppression of input into;
- 2.4 destruction of;
- 2.5 alteration of;

any non-networked micro/personal computer program, system, data or software by any Insured employee whose duties involve the managing, supervision, design, creation or alteration of computer systems or program.

3. First amount payable for losses discovered more than 12 months after they were committed

If any defined event is discovered more than 12 months after:

- 3.1 it was committed;
- 3.2 the first event in a series of events is committed by one person or a number of persons acting in collusion the amounts contained in the First Amount Payable clause are increased as follows:
 - 3.2.1 If losses are discovered more than 12 months after being committed but not more than 24 months thereafter, the First Amount Payable is increased by 100%;
 - 3.2.2 If the policy has been extended to cover that part of losses discovered more than 24 months after being committed but not more than 36 months thereafter, the First Amount Payable is increased by 150%.

Notwithstanding the above, the Insured may opt to claim only for that part of the loss which was discovered in a lesser period, in which case the First Amount Payable applicable for the corresponding lesser period will apply.

SECTION 8 - GOODS IN TRANSIT

DEFINED EVENTS

Loss of or damage to whole or part of the property described in the Schedule including tarpaulins and packing material not otherwise Insured, owned by the Insured or for which they are responsible, in the course of transit by the means of conveyance or other means incidental thereto and caused by any accident or misfortune not otherwise excluded;

PROVIDED THAT:

1. First Amount Payable

The Insured shall be responsible for the first amount payable stated in the Schedule in respect of each and every defined event except a claim resulting from fire, lightning, or explosion.

2. Limit of liability

The liability of the Company for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the Schedule.

3. Clearing up and removal of debris costs

The insurance under this Section includes costs necessarily incurred by the Insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to the maximum amount of NAD 50 000 or the limit stated in the Schedule in respect of any one defined event.

4. Conveyance

The Company shall not be liable for loss or damage if such loss or damage occurs whilst in the custody or control of any carrier unless recognised and reputable.

MEMORANDA

1. Period of transit

Transit shall be deemed to commence from the time of moving the property described in the Schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.

2. Refusal

If any consignee refuses to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance,

PROVIDED THAT the Insured must take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.

3. Other means of transport

Where the means of conveyance is by specified vehicle, the insurance under this Section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the Insured or leased or hired by them under a lease or suspensive sale agreement.

4. Breakdown

In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the Insured's control, the property is endangered, nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

5. Property

Property shall be deemed property usual to the Insured's business including ropes, tarpaulins, and packaging materials in connection with the transit.

6. Conveyance

Means of conveyance shall be deemed to be by road, rail, or air.

7. Basis of valuation

The amount claimed shall be calculated as follows:

7.1 in respect of new goods:

the replacement value of the property by similar property in a condition equal to, but not better nor more extensive than its condition when new;

7.2 in respect of goods that are not new:

7.2.1 the market value of the goods immediately before the insured event;

or

7.2.2 the repair of the property to a condition substantially the same as, but not better than, its condition immediately before the Insured event.

RESTRICTED COVER

1. Fire, lightning, explosion, collision, derailment and overturning and theft following the event

(if stated in the Schedule to be applicable)

The insurance under this Section is limited to loss or damage resulting from fire, lightning, explosion, collision, derailment and overturning and theft following the event of the means of conveyance described in the Schedule;

PROVIDED THAT:

1.1 collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion;

1.2 theft is not subject to violent and forcible entry and or exit.

2. Fire, lightning, explosion, collision, derailment and overturning only

(if stated in the Schedule to be applicable)

The insurance under this Section is limited to loss or damage resulting from fire, lightning, explosion, collision, derailment and overturning of the means of conveyance described in the Schedule,

PROVIDED THAT collision shall not constitute impact with inequalities in the road or other surfaces or shifting of the load while in motion.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
 - 1.1 theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director, or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit therefrom;
 - 1.2 theft of goods from any temporary storage facility (stored during the period of transit) unless accompanied by visible signs of forcible and violent entry into or exit from such temporary storage facility or any attempt thereat or as a result of theft or any attempt thereat following violence or threat of violence;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew, or rust;
 - 1.4 the dishonesty of any principal, partner, director, or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 or arising whilst in transit by sea or inland transit incidental thereto;
 - 1.6 the breakdown of refrigeration equipment;
 - 1.7 the detention, confiscation or requisition by customs or other officials or authorities;
 - 1.8 loss or damage attributable to or as a result of overloading of the goods carrying vehicle;
 - 1.9 the seizure of the conveying vehicle and Insured property as stated in the Schedule by unlawful and forcible means;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic, or electrical breakdown, failure, breakage, or derangement of the Insured property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to:
 - 4.1 cash, bank and currency notes, coins, credit card vouchers, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts for securities of any kind;
 - 4.2 property outside the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, and Mozambique;
 - 4.3 property otherwise Insured or which would, but for the existence of this Section, be Insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this Section not been affected;
 - 4.4 livestock, pedigreed animals, and game;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

OPTIONAL EXTENSION

1. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 1.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other

way dealing with any occurrence referred to in 1.1. above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision (a) to (e) above loss or damage is not covered by this Section, the burden of proving the contrary rests on the Insured.

SECTION 9 - BUSINESS ALL RISKS

DEFINED EVENTS

1. Loss or damage

Loss of or damage to the whole or part of the property described in the Schedule whilst anywhere in the world by any accident or misfortune not otherwise excluded.

The Insured shall be responsible for the First Amount Payable stated in the Schedule in respect of each event except a claim resulting from fire, lightning, or explosion.

2. Losses as a result of remote blocking

2.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.

2.1.1 Cover shall only apply to property that is separately and individually specified in the schedule.

2.1.2 The Insured shall be responsible to pay the First Amount Payable as stated in the policy schedule.

2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists;

PROVIDED THAT:

2.2.1 the police case number is supplied to the Insurer;

2.2.2 cover shall only apply to property that is separately and individually specified in the Schedule;

2.2.3 after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum Insured shown on the Schedule or NAD 10 000 in respect of any one event;

2.2.4 the Insured shall be responsible for an additional First Amount Payable of 10% of the claim subject to a minimum NAD 1 000.

SPECIFIC EXCEPTIONS

The Company shall not be liable for loss of or damage to property resulting from or caused by:

1. theft or any attempt thereat

1.1 from any unattended vehicle, unless:

1.1.1 the property is concealed in a completely closed and securely locked vehicle; or

1.1.2 the vehicle itself is housed in a securely locked building;

1.1.3 and entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;

except as specifically provided for under Defined Event 2;

1.2 from any contract site or any other premises (including the Insured's premises) after normal business hours,

UNLESS the property Insured is contained in a securely locked building and the loss is accompanied by forcible, visible, and violent entry into or exit from the building containing the property Insured;

- 1.3 or disappearance which is not identifiable with a specific incident;
2. any process of cleaning, repair, dyeing, bleaching, alteration, or restoration;
3. inherent vice or defect, vermin, insects, damp, mildew, or rust;
4. the dishonesty of any principal, partner, director, or employee of the Insured whether acting alone or in collusion with others;
5. detention, confiscation or requisition by Customs or other officials or authorities;
6. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions), unless following an accident or misfortune not otherwise excluded;
7. mechanical, electronic, or electrical breakdown, failure, breakage, or derangement unless caused by an accident or misfortune not otherwise excluded;
8. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, or securities of any kind;
9. loss of or damage to goods consigned under a bill of lading;
10. theft or disappearance which is not identifiable with a specific incident.

SPECIFIC CONDITIONS

1. Average

If the total value of property Insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum Insured thereon, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

2. Replacement value (if stated in the Schedule to apply)

The basis upon which the amount payable is to be calculated shall be either:

- 2.1 the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new; or
- 2.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new;

PROVIDED THAT if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed, or damaged beyond repair exceeds the sum Insured thereon at the commencement of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

OPTIONAL EXTENSIONS

1. Increase in cost of working (if stated in the Schedule to be included)

The insurance under this item is limited to expenditure not otherwise recoverable under this Section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this Section, for the purpose of maintaining the normal operation of the business, not exceeding NAD 50 000 or the amount stated in the Schedule.

2. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 2.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 2.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 2.1. above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision (a) to (e) above loss or damage is not covered by this Section, the burden of proving the contrary rests on the Insured.

SECTION 10 - ACCIDENTAL DAMAGE

DEFINED EVENT 1 – PROPERTY

Accidental physical loss of or damage to the Insured property at or about the premises not otherwise Insured or for which insurance is available and described (whether incorporated in this Policy or not) in terms of any Section (other than Business All Risks) of this Policy.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding General Condition 2, this Section shall not be called into contribution for any defined event for which more specific insurance has been arranged.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. any peril excluded or circumstance precluded from any other insurance available from the Company at inception hereof or for any excess payable by the Insured under such insurance, or for any reduction of the amount payable under any claim due to the application of average;
2. more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection;
3. unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments, or accounting, or misfiling or misplacing of information;
4. loss of or damage to Insured property caused by:
 - 4.1 any fraudulent scheme, trick, device, or false pretence practiced on the Insured (or any person having custody of the Insured property) or fraud or the dishonesty of any principal or agent of the Insured;
 - 4.2 overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This Exception applies only to vessels, pipes, tubes, or similar apparatus;
 - 4.3 breakdown, electrical, electronic and/or mechanical derangement;
 - 4.4 altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon;
 - 4.5 fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear;
 - 4.6 denting, chipping, scratching, or cracking not affecting the operation of the item;
 - 4.7 termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light;
5. settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any Insured property;
6. loss of or damage:
 - 6.1 to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container;
 - 6.2 resulting from leakage or discharge of chemicals, oils, fluids gases or fumes;
7. failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel, or refrigerant;

8. collapse of plant and machinery, buildings, and structures (other than shelving or storage platforms);
9. detention, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process.

DEFINITION

Insured property

Any tangible property belonging to the Insured or held in trust or on commission for which they are responsible other than:

1. current coin (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, credit card vouchers, and other certificates, documents, or instruments of a negotiable nature;
2. furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art;
3. property in transit by air, inland waterway, or sea;
4. railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans, and trailers;
5. standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives;
6. electronic data-processing equipment and external data media (punch cards, tape discs and the like) and the information they contain;
7. property in the course of construction, erection or dismantling including materials or supplies related thereto;
8. property in the possession of customers under lease, rental, credit- or suspensive sale agreements;
9. glass, China, earthenware, marble and other fragile or brittle objects;

unless stated in the Schedule to be insured.

DEFINED EVENT 2 – LEAKAGE (if stated in the Schedule to be included)

Accidental physical loss of or damage to the Insured property caused by discharge or leakage from tanks, pipes, apparatus or medical containers of chemicals, oils, liquids, fluids, gases, or fumes (including loss of such chemicals, oils, liquids, fluids, gases or fumes) other than loss or damage resulting from wear and tear or other gradually operating causes of the tanks, pipes, apparatus or medical containers.

CLAUSES AND EXTENSIONS

1. Additional costs

In respect of buildings, plant and machinery Insured, the sum Insured includes:

- 1.1 any costs incurred, due to the necessity to comply with building or other regulations of any public authority in repair or reinstatement following an Insured event;

PROVIDED THAT such costs do not include:

- 1.1.1 anything for which notice had been served on the Insured prior to the Insured event;
- 1.1.2 anything connected with undamaged property or undamaged portions of property;
- 1.1.3 rates, taxes, duties, development, and other charges payable under the said regulations due

to capital appreciation of the Insured property;

- 1.2 fees for the examination of municipal or other plans;
- 1.3 costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding;
- 1.4 the professional fees of architects, quantity surveyors and other consultants;
- 1.5 but the Company shall not be liable under 1.1, 1.2, 1.3. or 1.4 unless the lost or damaged property is replaced or reinstated without undue delay nor under 1.4 for any expenses in connection with the preparation of the Insured's claim.

Furthermore, the Company shall not be liable under 1.3 for any costs or expenses:

- a) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
- b) arising from pollution or contamination of property not Insured by this Policy/Section.

The sum Insured on all Insured property includes charges levied by any authorised fire brigade for their services.

2 Mortgagees

From the date of notification, the Company accepts the interest of a mortgagee or others with an insurable interest in the Insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge,

PROVIDED THAT the mortgagee advises the Company as soon as such act or omission comes to his knowledge and agrees to be responsible for any additional premium resulting from the Company assuming any increased hazard.

3 Railway and other subrogation

The Insured shall not be prejudiced by signing the 'TransNamib or Transnet Cartage (Hazardous Premises) Indemnity' or other special agreements with TransNamib or Transnet Administration regarding private sidings or similar agreements with other government bodies.

4 Restricted cover

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records are limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein or the value of such information to the Insured.

5 Tenants

The Insured shall not be prejudiced by the act of any tenant in premises they own or in which they are a co-tenant or of the owner of any premises of which they are a tenant,

PROVIDED THAT the Company is notified as soon as the Insured becomes aware of such act and pays any additional premium resulting from the Company assuming any additional hazard.

MEMORANDA

1 Excluded property

The property listed in the Schedule is added to the excluded property in the definition of Insured property.

2 First loss average

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the Schedule then this insurance shall be declared free of average, but if the total

value of such property shall be greater than the aforementioned sums, the Insured shall be considered as being their own insurer for the difference and the Company shall be liable only for such proportion of the first loss sum Insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum Insured by each item.

3. Reinstatement value

The basis upon which the amount payable is to be calculated following an Insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to, nor more extensive than such Insured property when new;

PROVIDED THAT:

- 3.1 the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch otherwise no payment beyond the amount that would have been payable if this clause had not been incorporated in this Section shall be made;
- 3.2 the Company shall not be liable for any payment beyond the amount that would have been payable if this clause had not been incorporated in this Section, until expenditure has been incurred by the Insured in replacing or reinstating the lost or damaged Insured property;
- 3.3 if, at the time of replacement or reinstatement, the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the Insured property had been lost or damaged exceeds the sum Insured thereon on the occurrence of an Insured event, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of loss accordingly. Each item, if more than one, to which this clause applies shall be separately subject to this Provision;
- 3.4 this Clause shall not apply if:
 - 3.4.1 the Insured fails to intimate to the Company within 6 months of the Insured event or such further time as the Company may allow in writing their intention to replace or reinstate the loss or damaged Insured property;
 - 3.4.2 the Insured is unable or unwilling to replace or reinstate the lost or damaged Insured property on the same or another site.

SECTION 11 - TOURISM BROAD FORM LIABILITY (CLAIMS-MADE BASIS)

DEFINED EVENTS

All sums which the Insured shall become legally liable to pay, arising from any claim first made against the Insured and notified to the Company during the period of insurance, in respect of Bodily Injury or loss of, or damage to property, including costs and expenses, which arises in connection with the business of the Insured and in respect of an event after the Retroactive Date stated in the Schedule,

PROVIDED THAT the Company will not be liable to pay more than the limit of indemnity stated in the Schedule less the first amount payable for which the Insured shall be liable to pay, subject to all the Terms, Exceptions, Conditions and Endorsements of this Policy.

DEFENCE COSTS

The Company will also pay:

1. all other costs, charges, expenses, and legal costs recoverable from the Insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior written consent:
 - 1.1 in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured in respect of bodily injury or damage to property or other liability as insured in terms of this Section of the Policy;
 - 1.2 in the representation at any inquest or accident inquiry in respect of bodily injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in any court of first instance in respect of matters which may form the subject of indemnity under this Section of the Policy.

It is understood and agreed that the Defence Costs, as set out above and for which the Company may agree to pay from time to time, will not be in addition to the limit of indemnity stated in the Schedule. The Company's total liability will not exceed the limit of indemnity.

WRONGFUL ARREST AND DEFAMATION

The Company will also pay for costs:

1. resulting from wrongful arrest (including assault in connection with such wrongful arrest); and
2. in respect of defamation;

PROVIDED THAT the Company will not be liable to pay more than NAD 150 000 per any one event or NAD 250 000 in the aggregate or the amount stated in the Schedule, during any one period of insurance.

DEFINITIONS

For the purposes of determining the indemnity granted by this Section the following terms shall mean:

Insured	1. The first named party stated in the Schedule, hereinafter referred to as the Named Insured; 2. At the request of the Named Insured: 2.1 any subsidiary company of the Named Insured declared to the Company; 2.2 any director, partner, or employee of the Named Insured, while acting on behalf of or in the course and scope of their employment or engagement by the Named Insured; 2.3 any officer, member, or employee of the Named Insured's canteen, social, sports, welfare organisation, fire, first aid or ambulance services (but excluding medical practitioners while working in a professional capacity) in their respective capacities as such; 2.4 any director, partner, or senior official of the Named Insured in respect of private manual work carried out by any employee of the Insured for any such person, with the consent of the Named Insured; 2.5 any principal, in his capacity as such, for liability arising out of work performed for or on behalf of such principal by the Named Insured, in respect of liability for which the Named Insured would have been entitled to an indemnity under this Section of the Policy if the claim had been made against the Named Insured; 3. In the event of the death of the Named Insured, the personal representatives of the Named Insured in respect of liability incurred by the Named Insured.
Business	As described in the Schedule and will also include: 1. the ownership, repair, maintenance, or use of the Named Insured's premises; 2. the provision and management of canteen, social, sports and welfare organisations for the benefit of the Named Insured's employees; 3. the provision and management of security, fire, first aid and ambulance services; 4. private manual work, carried out with the consent of the Named Insured, for any director, partner, or senior official of the Named Insured by any employee.
Bodily injury	Death, injury, illness, or disease. Injury may also include nervous shock, mental anguish, or mental illness.
Commercial hunting and/or game viewing activities	Any clients, hunters and/or game viewers which participate in any of such activities or make use of any such facilities on the insured premises, the property of or under control of the Insured by payment.
Damage	Loss of or physical damage to tangible property.
Employee	1. Any person under a contract of employment or apprenticeship with the Named Insured; 2. Any person under a contract of employment or apprenticeship with another employer, and who is hired to, or borrowed by the Insured; 3. 3.1 any labour master or labour only sub-contractor or person supplied by any one of them;

	3.2 any self-employed person; 3.3 any person participating in any government, or otherwise authorised work experience, training, study, exchange, or similar scheme; 3.4 any voluntary persons; while engaged in work for the Named Insured in connection with the business.
Event	Any one occurrence, or all occurrences of a series consequent upon, or attributable to, one originating cause including but not limited to one or more occurrences of bodily injury or personal injury or loss of or damage to property, relating to the same fault in design, manufacture, instructions for use, packaging or labelling or attributable to the supply of the same product or products showing the same defect or the same action or failure to act, and will be treated as one single occurrence, irrespective of the number of injured parties, actual claimants, potential or eligible claimants, and whether or not brought by class action or individually by the claimants concerned.
First amount payable	The amount stated in the Schedule, which will be payable by the Insured for each event in respect of all damages, claimant's costs and expenses and Defence Costs (including investigation costs other than the company's own salary and other internal costs), before the Company will be liable to make any payment under this Section of the Policy.
Limit of indemnity	The total liability of the Company for all amounts payable in accordance with the Defined Events and will not exceed the amount stated in the Schedule. If an event gives rise to a claim or a series of claims which form the subject of an indemnity under more than one operative section of this Section of the Policy, the total amount of the Company's liability will at all times be limited to the greatest limit of indemnity available under any one of the operative sections in this Section of the Policy affording indemnity for the claim or series of claims. The limit of indemnity will be determined with reference to the Schedule, or such other limit as may apply by virtue of an endorsement to, or specific sub-limit set out in this Section of the Policy.
Offshore work	Embarkation onto a conveyance until disembarkation from such conveyance at the point of final departure for transport to and from an offshore installation or vessel, transit between or work on an offshore installation or vessel.
Personal injury	Bodily Injury, invasion of the right to privacy, discrimination, libel and slander, defamation of character, wrongful arrest, detention, imprisonment, eviction, or wrongful accusation of shoplifting.
Pollutants	Any solid, liquid, gaseous or thermal irritants, smoke, vapour, soot, fumes, acids, alkalis, chemicals, waste or other substances or contaminants, bacteria, molds or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds or fungi), which actually or are alleged to adversely affect land, water, atmosphere, property, buildings, other structures or people, animals, plants, and all other living organisms, or the general environment.

Pollution Hazard	1. Actual, alleged, or threatened: 1.1 ingestion, inhalation, absorption, release, escape, discharge, dispersal, seepage of, contact with, or exposure to pollutants; 1.2 subsequent spread, migration or movement of pollutants following 1.1 above; 2. The costs of cleaning up, containing, treating, detoxifying, neutralising, removing, monitoring of, or testing for, pollutants and their effects, whether or not these are performed by the Insured or third parties.
Product	Any goods (including packaging, containers, labelling, instructions, or advice, provided in connection therewith): 1. sold, supplied, or distributed by or on behalf of the Named Insured; 2. erected, repaired, serviced, altered, treated, or installed by the Named Insured; in the course of the business, and which have left the care, custody, or control of the Named Insured.
Property	Tangible property, except in Sub-Section 1 of this Section of the Policy where it includes rights of light, air, and water but, for the avoidance of doubt, will not include information (including electronically stored information), intellectual property, or intangible property rights of any kind, or any value therein.
Pure financial loss	Any pecuniary or economic loss or expense.
Retroactive date	The date stated in the Schedule. If no date is stated in the Schedule, the Retroactive Date will be deemed the same date as the inception date of this Section of the policy.
System failure	Malfunction or non-function of any mechanical and/or electronic system (whether or not the Insured's property) caused by: 1. the response of a Computer to any date or date change; or 2. the failure of a Computer to respond to any date or date change; or 3. any loss of, damage to, change or corruption in, data or software on a computer or computer system; or any computer virus, or hacking into or degradation of, or breach of security in, or denial of access to, a computer, computer system, or website. Computer includes computer hardware, computer software, microchip, microprocessor, any electronic equipment, and any device that gives or receives electronic instructions or information.

SUB-SECTION 1 – PUBLIC LIABILITY

This Sub-Section will indemnify the Insured in accordance with the Defined Events for:

1. personal injury to any person;
2. loss of or damage to property;
3. obstruction, loss of amenities, trespass, nuisance, or interference with any right of way, light, air, or

water; in respect of an event after the Retroactive date, occurring within the Territorial Limits defined below, and arising from any claim first made against the Insured and notified to the Company during the period of insurance.

The Company's total liability under this operative section of the Policy to pay all sums for which the Insured are legally liable, including claimant's costs and expenses relating to any claimant or number of claimants in respect of an event, and Defence Costs, will not exceed the limit of indemnity stated in the Schedule.

However, where the limit of indemnity states "in the annual aggregate", the Company's total liability for all claims arising in any one period of insurance will be limited to the stated amount irrespective of the number of events giving rise to such claims.

TERRITORIAL LIMITS

Will mean for the purposes of this Sub-Section 1:

1. the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique, and Malawi;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1 above.

SPECIFIC EXCEPTIONS

The Company will not indemnify the Insured under this Sub-Section against liability:

1. for loss of, or damage to property belonging to, or in the Insured's care, custody, or control;
2. damage to property being worked upon and arising out of such work;
3. caused by or through or in connection with the ownership, possession or use by or on behalf of the Insured or an Employee of the Insured of any mechanically propelled vehicle (other than a pedal cycle or lawnmower or any pedestrian controlled garden equipment) or trailer or of any watercraft larger than 15m in length, hovercraft, locomotive or rolling stock or offshore installation,

PROVIDED THAT this exception shall not relieve the Company of liability to indemnify the Insured in respect of liability consequent upon injury or damage caused or arising beyond the limits of any carriageway or thoroughfare in connection with the loading or unloading of any vehicle, insofar as such injury or damage is not insured by any other insurance policy.
4. caused by or through or in connection with:
 - 4.1 the refuelling of any aircraft, drone, or other aerial device;
 - 4.2 the ownership, possession, maintenance, operation or use of any aircraft, drone or other aerial device or an airline;
 - 4.3 the ownership, hire or leasing of any airport, airstrip, or helicopter pad;
5. arising from any product, other than food or drink provided for consumption on the Insured's premises;
6. consequent upon injury or damage after the completion and handing over of any work and caused by or through or in connection with any defect or error or omission from such work;
7. liability consequent upon injury or damage directly or indirectly caused by or in connection with or arising from or attributable to:
 - 7.1 explosives or the explosion of a boiler;
 - 7.2 flood including the bursting of a dam wall;
 - 7.3 fire and explosion resulting in spread of fire to neighbouring premises;
8. liability consequent upon injury or damage directly or indirectly caused by or in connection with

or arising from or attributable to breakout of wild animals belonging to the Insured;

9. attachment or the diverting of water by the Insured or any person acting on behalf of the Insured.

EXTENSIONS

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the deductible as stated in the Schedule.

1. Damage to leased or rented premises

Notwithstanding Specific Exception 1 to this Sub-Section, the indemnity provided under this Sub-Section will extend to include liability for accidental loss of, or damage to premises (including fixtures or fittings) leased or hired by, or rented to the Insured under a written contract or agreement, but this Extension will not apply to liability:

- 1.1 assumed by the Insured under such contract or agreement, which would not have attached in the absence of such contract or agreement, unless agreed to in writing by the Company;
- 1.2 for fire or any other peril against which such contract or agreement requires that insurance is affected;
- 1.3 arising out of breach of any term, condition, or warranty under any other applicable insurance policy.

2. Cross liability

If the Insured comprises more than one party, the Company will provide indemnity to each in the same manner and to the same extent as if a separate Policy had been issued to each,

PROVIDED THAT the total liability of the Company for all liability sustained by any or all of the Insureds will not exceed the Limit of Indemnity stated in the Schedule applicable to this Sub-Section of the Policy.

3. Automatic acquisitions

The indemnity afforded by this Sub-Section of the Policy will apply automatically to all operations including premises acquired, established, or created during the period of insurance;

PROVIDED THAT:

- 3.1 the Insured notify the Company in writing with full underwriting information:
 - 3.1.1 within 90 days for new acquisitions where annual turnover is not more than 15% of the Insured's last published annual turnover figure and there is no material alteration to the business or risk;
 - 3.1.2 as soon as practicable for new acquisitions other than as detailed in 3.1.1 above;
 - 3.1.3 at the beginning of any new period of insurance if this is earlier than 3.1.1 or 3.1.2 above;
- 3.2 turnover for any new acquisitions will be declared in accordance with Specific Policy Condition 7 where this Sub-Section of the Policy is written on an adjustable basis;
- 3.3 the Company reserves the right to:
 - 3.3.1 establish a separate rate and premium, and if appropriate, terms where the Sub-Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% of the estimate provided at the beginning of the period of insurance; or
 - 3.3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and, if appropriate, terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

4. Liability by agreement

Notwithstanding the Specific Exception 3 applicable to Sub Section 1 and 2, this Sub Section will also indemnify the Insured against liability assumed by the Insured under any contract entered into with or given to any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies covering the use of railway sidings or in respect of cartage (hazardous premises) agreements and/or agreements of a similar nature.

5. Movement of motor vehicles

Notwithstanding the Specific Exception 3 applicable to Sub-Section 1 and anything else to the contrary in this Sub-Section of the Policy and risks insured under the Motor Vehicle Accident Fund Act 10 of 2007 (and/or as amended), this Sub-Section is extended to include liability arising through or in connection with the moving of any motor vehicle, trailer, or caravan (not being the Insured's property) by any person being an employee or acting on the Insured's behalf,

PROVIDED THAT such movement of motor vehicles, trailers or caravans is undertaken to facilitate the carrying on of the business.

6. Security firms

Notwithstanding Specific Exception 3 applicable to Sub Section 1 and 2, if in terms of a contract with a security firm engaged to protect the insured property or persons in the course of the Insured's business, the Insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this Section includes such legal liability to the extent that indemnity would have been granted under Sub-Section 1, had the said employees been under a contract of service to the Insured and not the security firm, but not exceeding the limit of indemnity stated in the Schedule.

If, at the time of an event giving rise to a claim under this Sub-Section, the security firm is entitled to an indemnity under any other Policy in respect of the same event, the Company will not be liable to make any payment except in respect of any amount above the amount payable under such other Policy.

7. Statutory legal defence costs

The Company will pay legal costs incurred by the Insured or at the Insured's request by any director, partner (where the Insured is a partnership) or employee of the Insured for the defence of a prosecution (including an appeal against a conviction) for a breach of statute or amending legislation with similar intent enacted within Namibia, committed, or alleged to have been committed during the period of insurance in the course of the business;

PROVIDED THAT:

- 7.1 the prosecution arises out of an event which is the subject of this Sub-Section;
- 7.2 the Company will not be liable for fines or penalties of any kind;
- 7.3 the Insured is not entitled to indemnity under any other Policy;
- 7.4 the proceedings are not consequent upon any deliberate act or omission by:
 - 7.4.1 the Insured;
 - 7.4.2 any director or partner of the Insured;
 - 7.4.3 any employee with any specific responsibility for compliance with any legislation which could reasonable have been expected to constitute a breach of the said legislation.
- 7.5 the Company will not pay more than NAD 150 000 per event or NAD 250 000 in the aggregate any one period of insurance. The Insured shall be liable for the first NAD 2 500 each and every claim.

8. Emergency medical expenses

The Company will indemnify the Insured for all reasonable expenses incurred by the Insured for such

immediate medical treatment as may be necessary at the time of an accident-causing injury to any person who may be the subject of a claim for indemnity by the Insured in terms of this Section,

PROVIDED THAT the limit of indemnity under this extension shall not exceed NAD 50 000 any one event.

9. Breakout of wild animals

Notwithstanding Specific Exception 8 applicable to Sub-Section 1, the indemnity provided under this Sub-Section will extend to include liability in respect of Bodily Injury or loss of, or damage to property arising from animals breaking out of the perimeter fence of the Insured's premises or property, including costs and expenses of recovering and relocating such animals to the Insured's original premises or property from which they broke out.

The benefit payable under this Extension is limited to a maximum of NAD 250 000 any occurrence and in the annual aggregate.

10. Car parks

Notwithstanding Specific Exception 3 applicable to Sub-Section 1, the Company will indemnify the Insured in respect of liability as herein provided arising from loss of or damage to vehicles and their contents and accessories, the property of tenants, customers, visitors, or employees of the Insured using parking facilities provided by the Insured.

11. Employers liability

Notwithstanding anything to the contrary contained in Specific Exception 1 applicable to Sub Section 1 and 2, this Section extends to include claims arising out of Bodily Injury to any person employed under a contract of service or apprenticeship with the Insured where such injury arises out of and in the course of the execution of such contract.

The benefit payable under this section is limited to a maximum of NAD 1 000 000 any occurrence and in the annual aggregate.

12. Incidental medical malpractice

Notwithstanding anything to the contrary contained in Specific Exception 4 applicable to Sub Section 1 and 2, the Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay in connection with any claim or claims arising from Bodily Injury caused by medical malpractice which shall mean any negligent act, error or omission in the professional services rendered or which should have been rendered by any medical practitioner, nurse, or other medical official in the Insured's full or part time service.

This extension does not cover liability arising out of:

- 12.1 any criminal act wilfully committed;
- 12.2 services rendered by any person who to the Insured's knowledge is under the influence of intoxicants or narcotics;
- 12.3 the use of drugs for weight reduction;
- 12.4 services rendered in exchange for a fee payable by the patient;
- 12.5 clinical trials or tests of drugs.

The benefit payable under this section is limited to a maximum of NAD 1 000 000 any occurrence and in the annual aggregate.

13. Professional indemnity

Notwithstanding anything to the contrary contained in Specific Exception 4 applicable to Sub Section 1 and 2, the Company will indemnify the Insured for all sums which the Insured become legally liable to pay arising from any claims made against the Insured during the period of insurance as a direct result of any negligent

act, error, or omission in the conduct of the Insured's professional activities.

This extension does not cover liability for and/or arising out of:

- 13.1 services rendered in exchange for a fee payable by the guest;
- 13.2 claims which are indemnified by any other section or extension of this policy;
- 13.3 the ownership, possession, leasing, or use of any property (mobile or immobile) which term shall include any vehicle, aircraft, or watercraft;
- 13.4 pollution;
- 13.5 Personal Injury, sickness, illness, or death sustained by any person;
- 13.6 any product or the recall of any product or part thereof;
- 13.7 insurance activities and/or failure to arrange insurance, financial advice, or cost estimates of financing of any project and contract guarantee and/or suppliers guarantees of whatsoever nature;
- 13.8 liquidated damage clauses, penalty clauses or performance warranties or as imposed in terms of the Customs Act 20 of 1998;
- 13.9 any negligent act, error or omission which occurred before the Retroactive Date applicable to this Section;
- 13.10 any claims where the Insured were aware of the circumstances which gave rise to the claim before the inception of this policy;
- 13.11 claims arising out of the dishonesty of directors, principals, or employees of the insured or the activities of operations formed or acquired by the Insured subsequent to the inception of this insurance;
- 13.12 errors and omissions in the provision of professional services provided by a qualified medical practitioner or nursing sister.

The benefit payable under this Extension is limited to a maximum of NAD 1 000 000 any occurrence and in the annual aggregate.

14. Guest effects

Notwithstanding anything to the contrary contained in Specific Exception 1 applicable to Sub Section 1, the Company will indemnify the Insured of all sums which the Insured shall become legally liable to pay in connection with damage to clothing and personal effects belonging to visitors and guests of the Insured which are specifically placed in the care, custody, or control of the Insured.

The benefit payable under this Extension is limited to a maximum of NAD 100 000 any occurrence.

15. Commercial hunting liability

Notwithstanding anything to the contrary contained in Specific Exception 17 applicable to Sub Section 1 and 2, the Company will indemnify the Insured against loss of or damage arising out of any hunting activities arranged by the Insured;

PROVIDED THAT:

- 15.1 any visitors participating in such hunting activities who are not permanent residents of the Republic of Namibia will be accompanied by a professional who is in possession of a valid permit as prescribed by the Conservation Ordinance 1975 and Regulations made thereunder as amended from time to time;
- 15.2 any visitors not described under 15.1 above are accompanied by the Insured or an Employee of the Insured;
- 15.3 prior to participating in any hunting activity all visitors will sign a document drawn up by a qualified attorney disclaiming the liability of the Insured or any partner or director or employee of the Insured as a result of any hunting activities;

15.4 the Insured must comply with all laws, by-laws and local, municipal, regional and government regulations applicable to hunting activities.

16. Spread of fire

Notwithstanding anything to the contrary contained in Specific Exception 7.3 applicable to Sub Section 1, the Company will indemnify the Insured against accidental Bodily Injury or Damage to Property caused by the spreading of fire from the Insured's property to a third-party property;

PROVIDED THAT this Extension does not cover loss or damage:

16.1 to plantations, forests, or sugar cane. Any reference to the word "plantations" in terms of this extension does not apply to, and specifically excludes "vineyards";

16.2 resulting directly or indirectly from charcoal burning operations.

The amount payable under this Extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not in the aggregate exceed NAD 1 000 000 any one event or the amount stated in the Schedule.

SPECIAL PROVISIO to this Extension:

It is a condition precedent to liability that:

- a) the Insured has complied with all requirements contained in the Forest Act 12 of 2001 (as amended), irrespective of whether the fire is a veld fire or not;
- b) the Insured being a member of a Fire Protection Association as defined in the above Act (but only if one has been registered for the area where the Insured's premises are situated);

Non-compliance with the duty as set out under the Forest Act 12 of 2001 (preparation and maintenance of firebreaks) shall not prevent the cover under this Extension from operating,

PROVIDED THAT such non-compliance did not contribute to the origin and/or spread of any fire. The burden of proving such shall rest on the Insured.

17. Exhibitors Liability

The Company will indemnify the Insured in respect of all sums which the Insured shall become legally liable to pay in connection with any claim or claims arising from injury or damage arising out of or in connection with the erection or dismantling and operation of a stand at exhibition venue, limited to a maximum of NAD 1 000 000 any occurrence and in the annual aggregate.

OPTIONAL EXTENSIONS

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the deductible as stated in the Schedule.

1. Spread of fire to plantations and forests (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in Specific Exception 7.3 applicable to Sub Section 1, the Company will indemnify the Insured against accidental Bodily Injury or Damage to Property caused by the spreading of fire from the Insured's property to a third party property,

PROVIDED THAT this Extension does not cover loss or damage resulting directly or indirectly from charcoal burning operations.

The amount payable under this Extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not in the aggregate exceed the amount stated in the Schedule.

SPECIAL PROVISIO to this Extension:

It is a condition precedent to liability that:

- a) the Insured has complied with all requirements contained in the Forest Act 12 of 2001 (as amended), irrespective of whether the fire is a veld fire or not;
- b) the Insured being a member of a Fire Protection Association as defined in the above Act (but only if one has been registered for the area where the Insured's premises are situated);

Non-compliance with the duty as set out under the Forest Act 12 of 2001 (preparation and maintenance of firebreaks) shall not prevent the cover under this Extension from operating,

PROVIDED THAT such non-compliance did not contribute to the origin and/or spread of any fire. The burden of proving such shall rest on the Insured.

FURTHER PROVIDED THAT the Insured shall be liable for the First Amount Payable of 15% of the claim, with a minimum of NAD 5000 and a maximum of NAD 100 000 or the amount stated in the Schedule of each and every claim.

2. Spread of fire including liability arising from charcoal burning operations (if stated in the schedule to be included)

Notwithstanding anything to the contrary contained in Specific Exception 7.3 applicable to Sub Section 1, the Company will indemnify the Insured against accidental Bodily Injury or Damage to Property caused by the spreading of fire from the Insured's property to a third-party property.

The amount payable under this Extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not in the aggregate exceed the amount stated in the Schedule.

SPECIAL PROVISIO to this Extension:

It is a condition precedent to liability that:

- a) the Insured has complied with all requirements contained in the Forest Act 12 of 2001 (as amended), irrespective of whether the fire is a veld fire or not;
- b) the Insured being a member of a Fire Protection Association as defined in the above Act (but only if one has been registered for the area where the Insured's premises are situated);

Non-compliance with the duty as set out under the Forest Act 12 of 2001 (preparation and maintenance of firebreaks) shall not prevent the cover under this Extension from operating,

PROVIDED THAT such non-compliance did not contribute to the origin and/or spread of any fire. The burden of proving such shall rest on the Insured.

AND FURTHER PROVIDED THAT the Insured shall be liable for the First Amount Payable of 15% of the claim, with a minimum of NAD 25 000 and a maximum of NAD 150 000 or the amount stated in the Schedule of each and every claim.

SUB SECTION 2 – PRODUCTS LIABILITY AND DEFECTIVE WORKMANSHIP LIABILITY

(if stated in the Schedule to be included)

PRODUCTS LIABILITY

The Company will indemnify the Insured in respect of defined events happening anywhere within the Territorial Limits as defined below, elsewhere than at premises occupied by the Insured, and caused by goods or products (including containers and labels) sold or supplied (including wrongful delivery and delivery of incorrect goods) by the Insured in connection with the business.

The amount payable under this Sub-Section, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, shall not exceed the aggregate amount for this Sub-Section as stated in the Schedule.

TERRITORIAL LIMITS (APPLICABLE TO SUB SECTION 2 – PRODUCTS LIABILITY ONLY)

Will mean for the purposes of this Sub-Section:

1. the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Zambia, Mozambique, and Malawi;
2. elsewhere in the world excluding United States of America and/or Canada and/or their possessions or protectorates but only in connection with the business carried on by the Insured at or from any premises situated in any of the countries specified in 1 above.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB SECTION 2 – PRODUCTS LIABILITY ONLY)

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured under this Sub-Section against liability:

1. for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage;
2. for the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products (including containers and labels) and any other property essential to such repair, alteration, or replacement unless physically damaged by the goods or products;
3. arising from:
 - 3.1 defective or faulty design, formula, plan, or specification, but if the Insured is a retailer this specific exception does not apply if the Insured's activities are wholly restricted to sales, distribution and/or marketing (including any marketing advisory service accompanying the products) of the product, and the Insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning, or provision of operating instructions prior to sale to the Insured's original customers, nor include any enhancement, amendment, or alteration to the product;
 - 3.2 inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification;
4. arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft;
5. in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the Insured, if such goods or products have, to the Insured's knowledge, been exported to the United States of America or Canada by or on the Insured's behalf.

EXTENSIONS (APPLICABLE TO SUB-SECTION 2 – PRODUCTS LIABILITY ONLY)

Subject to all the Terms, Exceptions, Conditions and Endorsements relating to this Sub-Section of the Policy, the Insured will be indemnified as below. The total of all payments made under these Extensions will be part of and not in addition to the Limit of Liability. The Extensions are also subject to the first amount payable as stated in the Schedule.

1. Automatic acquisitions

The indemnity afforded by this Sub-Section of the Policy will apply automatically to all operations including premises acquired, established, or created during the period of insurance;

PROVIDED THAT:

- 1.1 the Insured notifies the Company in writing with full underwriting information:
 - 1.1.1 within 90 days for new acquisitions where annual turnover is not more than 15% of the Insured's last published annual turnover figure and there is no material alteration to the business or risk;
 - 1.1.2 as soon as practicable for new acquisitions other than as detailed in 1.1.1 above;
 - 1.1.3 at the beginning of any new period of insurance if this is earlier than 1.1.1 or 1.1.2 above;
- 1.2 turnover for the any new acquisitions will be declared in accordance with Specific Condition 7 where this Sub-Section of the Policy is written on an adjustable basis;
- 1.3 the Company reserves the right to:
 - 1.3.1 Section of the Policy is written on a nonadjustable basis and the total annual turnover of the new acquisitions represents an increase in turnover greater than 15% of the estimate provided at the beginning of the period of insurance; or
 - 1.3.2 accept or deny coverage at the time of notification and to establish a separate rate and premium and if appropriate terms for any such coverage where the new acquisition represents a material alteration to the business or risk.

2. Defective Workmanship

The Company will indemnify the Insured in accordance with the Defined Events for:

- 2.1 resultant loss of or damage to third party property following defective workmanship to such property worked upon in connection with the business;
- 2.2 the amount payable under this Sub-Section, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other costs and expenses incurred with the Company's consent, for any one event or series of events with one original cause or source or during any one (annual) period of insurance, will not exceed the aggregate amount for this Sub-Section as stated in the Schedule.

Exclusions (applicable to Sub-section 2 – Defective Workmanship only)

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured under this Sub-Section against liability:

- a) for the cost of rectifying or recalling defective work;
- b) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed;
- c) arising prior to the handing over of such work;
- d) arising from defective design;
- e) arising from any work on any aircraft or part thereof.

SPECIFIC EXCEPTIONS (APPLICABLE TO ALL SUB SECTIONS)

In addition to the General Exceptions of this Policy, and notwithstanding anything to the contrary contained within the Policy, the Company will not be liable to indemnify the Insured under Sub-Section 1 and Sub-Section 2 of this Section against any liability:

1. Employee

for loss of or bodily injury sustained by an employee, or someone acting under a contract of service, which arises out of and/or in the course of his employment or engagement by the Insured or any liability attaching to the Insured by virtue of any workmen's compensation, unemployment compensation or disability benefits law or any similar law or regulation.

2. Pollution

arising directly or indirectly from any pollution hazard:

- 2.1 in the United States of America and/or Canada and/or their respective possessions or protectorates;
- 2.2 elsewhere in the world, other than in those countries or territories referred to in 2.1 above, except where the pollution hazard results from a sudden, accidental, unexpected, and unintended, identifiable incident that takes place in its entirety at a specific identifiable time and place during the period of insurance;

PROVIDED THAT:

the indemnity granted will not extend to events arising directly or indirectly from any pollution hazard that involves bacteria, molds, or other fungi (including but not limited to mildew or mycotoxins or spores or any other substance or product produced or released by molds, or fungi),

FURTHER PROVIDED THAT the total indemnity payable will be the limit of indemnity for Sub-Section 1.

3. Contractual liability

that is assumed by the assumed by the Insured under a contract or agreement, unless such liability would have attached to the Insured in the absence of the said contract or agreement.

This Exception will include any liability that:

- 3.1 arises under any penalty clause or in respect of fines or liquidated damages; or
- 3.2 arises out of the sole negligence of third parties; or
- 3.3 attaches by virtue of any waiver of subrogation rights against third parties; or
- 3.4 arises by reason of personal injury to any employee of third parties, unless, once again, such liability would have attached to the Insured in the absence of the said contract or agreement.

4. Professional services

arising out of any act, error, or omission, in the provision for a fee of any advice, treatment, design services, instructions, or specification, but this Exception will not apply to first aid activities.

5. Efficacy

arising out of the failure of a product, or any part thereof, to fulfil the purpose for which it was intended, or to perform as specified, warranted, or guaranteed; but this Exception will not apply to consequent Bodily Injury or loss of, or damage to, property.

6. Recall

arising out of recalling, removing, repairing, replacing, reinstating, or the cost of, or reduction in value of, any product, if such liability arises from any defect therein or the harmful nature or unsuitability thereof.

7. Fines, penalties, and punitive damages

for fines, penalties, punitive damages, or exemplary damages.

8. Advertising

arising out of any form of defamation or from malicious falsehood:

- 8.1 made by, or at the direction of, the Insured, with knowledge of the falsity thereof, or
- 8.2 related to advertising, publishing, broadcasting, or telecasting activities, conducted by or on the Insured's behalf.

9. Toxic substances

arising directly or indirectly from the manufacture, supply, installation, storage, ownership, possession, handling, use, repair, removal, stripping, dismantling, or disposal, of lead, formaldehyde, or polychlorinated biphenyl, or other materials, which the Insured knows, or has reason to suspect, contains lead or formaldehyde or polychlorinated biphenyl.

10. System failure

associated with, or caused by, a system failure, if a system failure forms an identifiable element in the chain of events from which the liability arises, whether or not it is the proximate cause of the liability.

11. Pure financial loss

unless such pure financial loss is a direct result of personal injury or loss of, or damage to, property, for which indemnity is provided by this Section of the Policy.

12. Retroactive date

arising out of or relating to any Event which occurs prior to the Retroactive date.

13. Deliberate acts

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly, a deliberate act or omission on the Insured's part or any of the Insured's employees.

14. Jurisdiction

arising out of personal injury or any loss of, or damage to property, in respect of judgments delivered or obtained in the first instance other than by a court of competent jurisdiction within the Republic of Namibia, South Africa, Botswana, Lesotho and Swaziland.

15. Vibration/support

arising out of personal injury or loss of or damage to property resulting from, whether directly or indirectly the intentional removal of support of any property.

16. Known events

arising from an event known to the Insured

16.1 which was not reported to the Company in terms of General condition 7;

16.2 prior to inception of this section.

17. Commercial hunting activities

arising out of Personal Injury or loss of or Damage to Property, whether directly or indirectly, resulting from any Commercial Hunting activities arranged by the Insured.

SPECIFIC CONDITIONS (APPLICABLE TO ALL SUB SECTIONS)

To the extent of any inconsistency between the General Conditions of this Policy and the Specific Conditions appearing below, the Specific Conditions will take precedent in respect of this Section of the Policy.

1. Observance of terms

The Insured will abide by and fulfil all Terms, Conditions and Endorsements of this Policy in so far as they relate to anything to be done or complied with by the Insured. The truth of the statements, answers and

information supplied in connection with this Policy will be a condition precedent to any liability of the Company to indemnify the Insured.

2. Claims co-operation

It will be a condition precedent to liability that in respect of any circumstance notified to the Company or any claim itself, the Insured will:

- 2.1 provide the Company with such particulars and information as the Company may require, immediately on request;
- 2.2 forward to the Company any communication, court process or documentation, or any other documents received relating to such circumstance or claim immediately on receipt;
- 2.3 give the Company all information and assistance required as soon as practicable, and, where the Company has conduct of proceedings, within such time limits as are specified by the Company's legal representatives;
- 2.4 make no admission of liability, payment, offer or promise of payment, or agree to compromise or indemnify or waive any right of subrogation or recovery, without the express prior written consent of the Company.

3. Claims control

The Company will be entitled, at its own discretion, to take over and conduct in the Insured's name the defence or settlement of any claim, and prosecute at its own expense, and for its own benefit, any claims for indemnity or damages against any other persons.

4. First amount payable

The first amount payable will be subject to the following provisions:

- 4.1 where the Company has incurred expenditure in the defence and/or settlement of any claim the first amount payable will be payable in whole or in part:
 - 4.1.1 at any stage when in respect of a claim sums have been paid in respect of damages, claimant's expenses and/or defence costs and loss adjusting expenses; or
 - 4.1.2 at the settlement or closure of any claim; or
 - 4.1.3 where at its own discretion the Company so requires.
- 4.2 the Company may at its own discretion, or where it is statutorily obliged to do so, pay sums falling within the first amount payable to affect a settlement of any claim or potential claim, and, upon notification that such a payment has been made, the Insured will immediately reimburse the Company for the payment;
- 4.3 the terms of this Policy, including without limitation those governing the Company's rights in relation to the conduct and defence of claims and the Insured's duties in the event of a claim, will not be affected or modified in any way by the existence or application of the first amount payable.

5. Discharge of liability

The Company may at any time, at its own discretion, pay to the Insured the limit of indemnity under this Policy, or any lesser sum(s) for which any claim(s) can be settled, and the Company, after the deduction of any sum(s) already paid in connection with such claim(s), will not be under further liability, except for the payment of defence costs and expenses already agreed and incurred,

PROVIDED THAT in the event of any claim(s) or series of claims resulting in a liability of the Insured's to pay in excess of the limit of indemnity, the Company's liability by virtue of a judgment or settlement for such costs and expenses, will not exceed an amount being in the same proportion as the limit of indemnity bears to the total payment made by or on the Insured's behalf in settlement of the claim(s).

6. Adjustments

Where the premium is calculated on the statements and estimates furnished by the Insured, it is a requirement that the Insured will:

- 6.1 keep an accurate record of all relevant particulars and at any reasonable time allow the Company to inspect such record;
- 6.2 within one month of the expiry of each period of insurance furnish to the Company such information as the Company requires for such expired period and the premium for such period will thereupon be adjusted by the Company and the difference be paid by, or allowed to, the Insured as the case may be subject to any agreed minimum premium.

7. Offset of premium

The Company will be entitled, at its own discretion, to deduct from sums due to be paid in respect of claims admitted by the Company under Sub-Sections 1 and 2 of the Policy, any sums owed to the Company by the Insured in respect of premium(s) due under this Policy.

8. Standard extended reporting period

If this Section of the Policy is not renewed or is cancelled, then the Insured will have 30 (thirty) days beyond the expiry date of the period of insurance in which to notify the Company of any formal claim and/or writ and/or other demand for compensation or court process received prior to the expiry date of this Section of the Policy for any event which happened after the Retroactive date and within the period of insurance.

9. Special extended reporting period option

(to be exercised by the Insured in writing in the event of non-renewal)

At the Insured's option, which option must be exercised within 30 days of non-renewal of this Section of the Policy, and payment of the additional premium required by the Company within 30 days, in respect of the period within which any claim or circumstance that may give rise to a claim in terms of this Section of the Policy is to be reported in terms of General Condition 8, the Company agrees that notice given within 36 months (hereinafter referred to as the Special extended reporting period option) immediately following the expiry (non-renewal) of this Section will be regarded as having been reported on the last day preceding the expiry (non-renewal).

10. Commercial hunting & Game viewing activities

It is a condition that indemnity in terms of this Section pertaining to any form of commercial hunting and/or game viewing activities shall be subject to the following:

- 10.1 no alcohol be consumed during any hunting activities;
- 10.2 all clients participating in any game viewing activities must at all times be accompanied by either the Insured, guide, or employee of the Insured or any other person delegated by the Insured;
- 10.3 firing zones regarding the individual hunting group(s)/hunter(s)/client(s) must clearly be demarcated and explained as such to all participants as well as being issued with an area chart clearly indicating the relevant firing zones prior to the commencement of any hunting activity(ies);
- 10.4 should the "shooting in" and adjustment(s) to any firearm(s) be required by a client, such activity(ies) must be conducted under either the control of the Insured, guide, or employee of the insured or any other person delegated by the Insured;
- 10.5 all requirements contained in any Act, Ordinance or Regulation pertaining to hunting and/or game viewing activities must be complied with at all times.

11. Disclaimer/Indemnification

Indemnity in terms of this Section relating to any form of Commercial Hunting and/or Game Viewing will be subject to the following conditions:

- 11.1 correspondence, notices, and disclaimers must be conducted and displayed in the official languages of the Republic of Namibia, being English and an interpreter must, on request of any client, hunter, guest, or other participating party, be available at all times;
- 11.2 the indemnity (disclaimer) wording must be approved by and lodged with the Company;
- 11.3 the legal agreement (disclaimer) between the Insured and his/her/their client(s) shall, prior to the commencement of any commercial hunting and/or game viewing activities, be duly signed by both parties and shall be placed on record;
- 11.4 under no circumstances may any firearms be aimed at a fellow hunter, client, or any other person;
- 11.5 such legal agreement (disclaimer) shall be clearly displayed and be visibly positioned at the entrances of the Insured's premises and as such much contain all conditions as stated in Specific Condition 10 above.

SECTION 12 - GROUP PERSONAL ACCIDENT

DEFINED EVENTS

If during the period of insurance an insured person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 calendar months, in Death, Disability or the incurring of Medical Expenses the Company will pay to the Insured or his or her legal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

DEFINITIONS

The following words or phrases shall bear the meaning stated below.

Average weekly earnings	The annual earnings of the Insured Person divided by fifty-two. In respect of casual workers with less than twelve consecutive months' service with the Insured, prior to the date of loss, the Average weekly earnings shall be calculated by dividing the total of all earnings received from the Insured by the total number of consecutive week's service.
Accident	A fortuitous, unexpected event occurring at an identifiable place and time.
Bodily injury	Traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst, and exposure to the elements as a result of an accidental occurrence.
Loss	Where used in reference to limb, hand, thumb, fingers, foot, or toes means the loss by physical severance or total and permanent loss of use of such member.
Permanent total disability	Bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
Permanent partial disability	Bodily Injury which causes a Permanent Disability but not causing inability to work.
Temporary total disability	Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.
Temporary partial disability	Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation.
Medical expenses	Expenses necessarily incurred within 24 months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.
Business Hours Limitation (if stated in the Schedule to be applicable)	This section applies only in respect of accidental bodily injury to such insured person arising from and in the course of his employment in the business.

PROVISOS (APPLICABLE TO THE ENTIRE SECTION INCLUDING EXTENSIONS)

1. Compensation shall only be payable under either death or Permanent Disability, whichever is the higher.

2. Compensation shall only be payable under one of the items 1 and 2 of the Permanent Disability Table of Benefits.
3. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Permanent Disability Table of Benefits.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
5. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.
6. Any compensation payable by the Company for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person or the Limit of Compensation stated in the Schedule whichever is the lesser, as at the time of the accident.
7. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Company's discretion, on receipt by the Company of certification by a medical doctor appointed by the Company.
8. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% under Item 3 of the Permanent Disability Table of Benefits this Section shall be terminated in respect of the Insured Person for whom such payment is made.

PERMANENT DISABILITY TABLE OF BENEFITS

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
	2.1 wrist, ankle, or limb: separation at or above the wrist or ankle of one or more limbs	100%
	2.2 eye(s): whole eye sight of eye sight of eye except perception of light	100% 100% 100%
	2.3 hearing: both ears one ear	100% 35%
	2.4 speech	100%
	2.5 finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete fingers either hand	5% 15% 75%
	2.6 toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%

3.	Permanent disability not specified herein	a percentage which in the opinion of the Company is consistent with the above insofar as possible
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In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% in total of the Sum Insured stated in the Policy Schedule.

CLAUSES AND EXTENSIONS

1. Additional death benefit

The Company will in addition to the Accidental death benefit and on production of a valid death certificate of an Insured Person pay the Insured an amount of NAD 15 000 per Insured Person.

2. Body transportation costs

In the event that there is a valid claim for accidental Death, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence,

PROVIDED THAT the liability of the Company shall not exceed NAD 75 000 for any one Insured Person.

3. Childcare

In the event of Accidental Bodily Injury to:

3.1 an Insured Person's child resulting in disability which requires regular care and attendance;

3.2 an Insured Person or his spouse resulting in disability which prevents care being given to a child;

the Company will pay to the Insured Person NAD 300 per day during the period of such disability;

PROVIDED THAT the Company will:

- a) not be liable for the first 7 days of each and every claim;
- b) only be liable for a period not longer than 28 days in respect of each and every claim;
- c) only be liable for a maximum of NAD 15 000 in respect of any Insured Person in any one 12-month period of insurance, irrespective of the number of children the Insured Person has;
- d) only be liable for a maximum of NAD 100 000 per Policy in any 12-month period of insurance;
- e) not be liable for any claim in respect of a child who is more than 16 years of age;
- f) only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
- g) only be liable if the child is permanently resident with the Insured Person.

4. Crime benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, the Company will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of NAD 100 000.

5. Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

- 5.1 engagement (or alleged engagement) in any political activity against the *de jure* or *de facto* Government of the country where the detention occurs;
- 5.2 failure to be in possession of the requisite visas, work permits, or associated documents required by

such country;

5.3 involvement (or any allegation thereof) in any criminal activity;

5.4 debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;

the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is Insured, the Company will regard Detention of the Insured Person as a claim for Temporary Total Disability.

6. Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the death benefit shall be payable,

PROVIDED THAT if such belief is incorrect such benefit must be repaid to the Company by the Insured.

7. Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

7.1 the head, neck, and hands - provided the total area affected exceeds 20% of the total area;

7.2 all other areas of the body - provided the compensation total area affected exceeds 5% of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of 7.1 and 7.2 above shall apply independently and be cumulative, but the overall liability of the Company for permanent disfigurement resulting from an accident or series of accidents arising from one cause for any one Insured person shall be limited to 50% of the amount payable for Permanent Total Disability in respect of 7.2 above.

Compensation shall not be payable under this extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% of the compensation provided for Permanent Total Disability.

8. Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the Insured person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, the Company will pay the following benefit:

8.1 the head, neck, and hands – an additional 25% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 300 000 per Insured Person;

8.2 all other areas of the Body – an additional 10% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 100 000 per Insured Person.

In the absence of a psychological evaluation the Company may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this extension shall be payable in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability or the Disfigurement Extension but shall exclude any procedure of a pure cosmetic nature.

9. Emergency transportation costs

The Company will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

- 9.1 local medical facilities are inadequate for the treatment of the injuries;
- 9.2 the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

The maximum amount payable by the Company will be NAD 200 000 any one Insured Person and NAD 1 000 000 any one occurrence.

10. Family/servants medical expenses

In the event of Accidental Bodily Injury to any spouse, dependent child, or domestic servant of an Insured Person (referred to in this Extension as 'such person') as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent medical expenses incurred by such person;

PROVIDED THAT:

- 10.1 the maximum amount payable by the Company will be NAD 50 000 any one such person each and every claim, and subject to a maximum of NAD 200 000 in any one 12-month period of insurance;
- 10.2 the Company will not be liable for the first NAD 250 of each and every claim;
- 10.3 the Company will only be liable for the amounts in excess of amounts paid or payable under any other policy or under any Medical Aid Scheme, or Motor Vehicle Accident Fund or otherwise known, or as may be amended by legislation;
- 10.4 if the Business Hours Limitation is applicable, this Extension does not apply.

11. Hijacking/abduction/kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is Insured, the Company will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

- 11.1 the Company's liability is limited to the period of hijacking, abduction or kidnapping or 12 weeks, whichever is the lesser;
- 11.2 no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

12. Life support

Notwithstanding anything contained in the Defined Events, the 24-month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 consecutive days of life support machinery, equipment, or apparatus.

13. Life support equipment

The Company will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental

Bodily Injury in respect of hire costs for life support machinery, equipment, or apparatus,

PROVIDED THAT the liability of the Company under this Extension shall be limited to NAD 100 000 in respect of any one Insured Person in each and every occurrence.

14. Mobility costs

When the Company has admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay for:

- 14.1 a self-propelled wheelchair;
- 14.2 the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
- 14.3 the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

PROVIDED THAT the liability of the Company for such costs in respect of any one claim shall not exceed NAD 250 000 per Insured Person.

15. Paraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 10% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 50 000 and up to a maximum of NAD 500 000.

16. Quadriplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 25% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 100 000 and up to a maximum of NAD 1 000 000.

17. Rehabilitation costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Company, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Company will contribute 80% of such retraining costs up to a maximum liability of NAD 150 000 per Insured Person.

18. Relocation costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Company will indemnify the Insured for the following costs not exceeding NAD 150 000 incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km:

- 18.1 relocation costs for such person, his family, furniture, and pets; and
- 18.2 75% of the actual loss caused following the forcible sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Company.

19. Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence;

PROVIDED THAT:

- 19.1 the liability of the Company in respect of any one claim shall not exceed NAD 200 000 for any one Insured Person;
- 19.2 the prior consent of the Company to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

20. Search and rescue

The Company will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

PROVIDED THAT:

- 20.1 the Company will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury;
- 20.2 the maximum amount payable by the Company will be NAD 100 000 any one Insured Person any one occurrence;
- 20.3 the maximum amount payable by the Company in any 12-month period of insurance will be NAD 500 000.

21. Seat belt benefit

The Company will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of NAD 100 000,

PROVIDED THAT the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

22. Temporary drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, the Company will pay the costs of employing a temporary driver;

PROVIDED THAT:

- 22.1 such costs will not be payable in addition to any amount payable for Temporary Total Disability;
- 22.2 such costs will be limited to NAD 2 000 per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;
- 22.3 this extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;
- 22.4 the weekly benefit shall not be paid for a period longer than the number of weeks Insured in respect of the Temporary Total Disability benefit.

23. Terrorism

This Policy is extended to cover accidental death or disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1 of 2002 or as amended;

PROVIDED THAT the Company shall not be liable to pay compensation for death or disablement arising from:

- 23.1 the performance by such person of obligations in terms of the Defence Act 1 of 2002 or the Police

Act 19 of 1990 or similar legislation of any country or at a place from which military or police actions are carried out; or

- 23.2 consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act 1 of 2002 or "operations in defence of any country".

24. Trauma counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Company will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

- 24.1 the maximum amount payable by the Company will be NAD 1 000 per consultation and NAD 10 000 per annum for each Insured Person; and NAD 100 000 in any one 12 month period of insurance;
- 24.2 'act of violence' shall mean an assault, robbery, rape, or armed car hijack;
- 24.3 for the purpose of this extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
- 24.4 the act of violence has been reported to the police and a case number obtained.

25. Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Policy.

26. Operating time

Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this Policy.

SPECIFIC EXCEPTIONS (APPLICABLE TO THE ENTIRE SECTION INCLUDING EXTENSIONS)

The Company shall not be liable to pay compensation for bodily injury in respect of any Insured Person:

1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
2. whose death or disability is directly or indirectly caused by, arising, or resulting from or traceable to any physical defect or infirmity which existed prior to the accident,

PROVIDED THAT if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their discretion pay an amount which they consider would have been payable but for such aggravation;
3. under 15 or over 75 years of age;
4. whilst the Insured Person:
 - 4.1 is travelling by air other than as a passenger (a "passenger" does not include a member of the crew, or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);
 - 4.2 is hang gliding or micro lighting;
5. as a direct result of the Insured Person:
 - 5.1 being under the influence of alcohol, drugs, or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner

(other than the Insured Person);

- 5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
 - 7.1 arising from war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
 - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation,

PROVIDED THAT this Section shall continue to apply in respect of accidental bodily injury sustained independently of such contingencies;

8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall always be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;
9. whilst participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

SPECIFIC CONDITIONS

1. This Section is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Company. No Insured Person shall have any right against the Company.
2. No sum under this Section shall carry interest.
3. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to mediation in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Section.
4. In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within 12 months after such disclaimer or, in the case of an arbitration taking place, within 12 months after the mediator shall have made his award, all benefits under this Section in respect of such claim shall be forfeited.

SECTION 13 - STATED BENEFITS

DEFINED EVENTS

If during the period of insurance an Insured Person sustains bodily injury as the result of an accident which directly and independently of any other cause results, within 24 calendar months, in Death, Disability or the incurring of Medical Expenses the Company will pay to the Insured or his legal personal representatives the Compensation stated in the Schedule up to the maximum limits of liability therein.

DEFINITIONS

The following words or phrases shall bear the meaning stated below.

Annual earnings	The annual rate of salary or wages and any other allowance of a regular and constant nature paid to the Insured Person at the time of the accident.
Average weekly earnings	The annual earnings of the Insured Person divided by fifty-two. In respect of casual workers with less than twelve consecutive months' service with the Insured, prior to the date of loss, the Average weekly earnings shall be calculated by dividing the total of all earnings received from the Insured by the total number of consecutive week's service.
Accident	A fortuitous, unexpected event occurring at an identifiable place and time.
Bodily injury	Traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst, and exposure to the elements as a result of an accidental occurrence.
Loss	Where used in reference to limb, hand, thumb, fingers, foot, or toes means the loss by physical severance or total and permanent loss of use of such member.
Permanent total disability	Bodily injury resulting in total and absolute disablement preventing the Insured Person from following the usual occupation, or any other occupation for which he or she is suited by education or training, for 24 consecutive months and which, at the expiry of that period, is beyond hope of improvement.
Permanent partial disability	Bodily Injury which causes a Permanent Disability but not causing inability to work.
Temporary total disability	Bodily Injury temporarily and totally preventing the Insured Person from engaging in or giving attention to his or her usual occupation.
Temporary partial disability	Bodily Injury temporarily preventing an Insured Person from engaging in or giving attention to a substantial part of his or her usual occupation.
Medical expenses	Expenses necessarily incurred within 24 months of the date of the Accident for medical, surgical, dental, ophthalmic and hospital treatment and emergency travel costs reasonably and necessarily incurred.
Business Hours Limitation (if stated in the Schedule to be applicable)	This section applies only in respect of accidental bodily injury to such insured person arising from and in the course of his employment in the business.

PROVISOS (APPLICABLE TO THE ENTIRE SECTION INCLUDING EXTENSIONS)

1. Compensation shall only be payable under either death or Permanent Disability, whichever is the higher.
2. Compensation shall only be payable under one of the items 1 and 2 of the Permanent Disability Table of Benefits.
3. Compensation for Temporary Total Disability, Temporary Partial Disability and/or Medical Expenses shall be paid in addition to any Compensation paid or payable under Items 1 or 2 of the Permanent Disability Table of Benefits.
4. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Bodily Injury causing the incapacity has healed insofar as it is reasonably possible notwithstanding that Permanent Disability may remain but shall in any event not be payable for more than the number of weeks stated in the Schedule to this Policy for the Temporary Total Disability.
5. The Compensation specified for Temporary Total Disability and/or Temporary Partial Disability shall cease as soon as the Insured Person is prevented from following the usual occupation as described under the "Permanent Total Disability" definition.
6. Any Compensation payable by the Company for any period of Temporary Total Disability and/or Temporary Partial Disability or for the reimbursement of Medical Expenses shall be reduced by an amount equal to the Compensation received or receivable by or on behalf of the Insured Person under the terms of the Employees' Compensation Act 30 of 1941 for Temporary Disablement (partial or total) for the same or a lesser period and/or in respect of Medical Expenses.
7. Any compensation payable by the Company for any period of Temporary Disability (partial or total) shall not exceed the average weekly earnings earned by the Insured Person or the specified percentage of average weekly earnings earned by the Insured Person, whichever is the lesser, at the time of the accident.
8. Where amounts recoverable from the Company are delayed pending finalisation of any claim, payments on account can be made to the Insured, at the Company's discretion, on receipt by the Company of certification by a medical doctor appointed by the Company.
9. Upon payment of a claim under Items 1 to 2.4 (other than loss of hearing in one ear) or of 100% under Item 3 of the Permanent Disability Table of Benefits this Section shall be terminated in respect of the Insured Person for whom such payment is made.

PERMANENT DISABILITY TABLE OF BENEFITS

The following percentages (benefits) shall be payable in the event of Bodily Injury resulting in:

Disability		Percentage of compensation
1.	Permanent total disability	100%
2.	Permanent and total loss of:	
	2.1 wrist, ankle, or limb: separation at or above the wrist or ankle of one or more limbs	100%
	2.2 eye(s): whole eye sight of eye sight of eye except perception of light	100% 100% 100%
	2.3 hearing: both ears one ear	100% 35%
	2.4 speech	100%

	2.5 finger(s) and phalange(s): phalanges, per phalanx thumb, per phalanx four complete fingers either hand	5% 15% 75%
	2.6 toes: any one toe (other than great) all toes any foot great, per phalanx	5% 35% 5%
3.	Permanent disability not specified herein	a percentage which in the opinion of the Company is consistent with the above insofar as possible

In the event of Compensation being due under more than one of the benefits referred to above as a consequence of any one accident to any one Insured Person the maximum amount payable hereunder shall not exceed 100% in total of the Sum Insured stated in the Policy Schedule.

CLAUSES AND EXTENSIONS

1. Additional death benefit

The Company will in addition to the Accidental Death benefit and on production of a valid Death certificate of an Insured Person pay the Insured an amount of NAD 15 000 per Insured Person.

2. Body transportation costs

In the event that there is a valid claim for accidental Death, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person's mortal remains to his normal place of residence,

PROVIDED THAT the liability of the Company shall not exceed NAD 75 000 for any one Insured Person.

3. Childcare

In the event of Accidental Bodily Injury to:

3.1 an Insured Person's child resulting in disability which requires regular care and attendance;

3.2 an Insured Person or his spouse resulting in disability which prevents care being given to a child;

the Company will pay to the Insured Person NAD 300 per day during the period of such disability;

PROVIDED THAT the Company will:

- a) not be liable for the first 7 days of each and every claim;
- b) only be liable for a period not longer than 28 days in respect of each and every claim;
- c) only be liable for a maximum of NAD 15 000 in respect of any Insured Person in any one 12-month period of insurance, irrespective of the number of children the Insured Person has;
- d) only be liable for a maximum of NAD 100 000 per Policy in any 12-month period of insurance;
- e) not be liable for any claim in respect of a child who is more than 16 years of age;
- f) only be liable if continuous treatment and attendance by a qualified, registered medical practitioner is necessary for the condition rendering the child or parent(s) disabled;
- g) only be liable if the child is permanently resident with the Insured Person.

4. Crime benefit

In the event that the Insured Person's Death or Permanent Disability is as a direct consequence of a crime, the Company will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit up to a maximum amount of NAD 100 000.

5. Detention

In the event of the detention under duress of any Insured Person, other than by reasons of:

- 5.1 engagement (or alleged engagement) in any political activity against the *de jure* or *de facto* Government of the country where the detention occurs;
 - 5.2 failure to be in possession of the requisite visas, work permits, or associated documents required by such country;
 - 5.3 involvement (or any allegation thereof) in any criminal activity;
 - 5.4 debt, insolvency, commercial failure, failure to provide any bond or security or other financial loss;
- the cover in terms of this Section shall continue in force for the duration of such an occurrence, or 12 months from the date of such occurrence, whichever is the lesser period.

If Temporary Total Disability is Insured, the Company will regard Detention of the Insured Person as a claim for Temporary Total Disability.

6. Disappearance

If after a suitable period of time of the disappearance of an Insured Person it is reasonable to believe that such person has died as a result of Accidental Bodily Injury the death benefit shall be payable,

PROVIDED THAT if such belief is incorrect such benefit shall be repaid to the Company by the Insured.

7. Disfigurement

The Schedule of Permanent Disability is hereby extended to include bodily injury resulting in permanent disfigurement of:

- 7.1 the head, neck, and hands - provided the total area affected exceeds 20% of the total area;
- 7.2 all other areas of the body - provided the compensation total area affected exceeds 5% of the total area of the body.

Compensation payable hereunder is a percentage of the compensation in direct proportion to the area affected. The benefits payable in terms of 7.1 and 7.2 above shall apply independently and be cumulative, but the overall liability of the Company for permanent disfigurement resulting from an accident or series of accidents arising from one cause for any one Insured person shall be limited to 50% of the amount payable for Permanent Total Disability in respect of 7.2 above.

Compensation shall not be payable under this extension in addition to compensation payable for the same Bodily Injury under the Schedule of Permanent Disability and shall be limited to 100% of the compensation provided for Permanent Total Disability.

8. Disfigurement requiring corrective medical procedure

In the event of a claim where the Insured Person suffers permanent disfigurement following Accidental Bodily Injury of an extent that it may have a significant psychological effect on the Insured person and it be required on recommendation by a qualified psychologist for the Insured Person to undergo corrective medical procedure or procedures such as plastic surgery, in order to improve the Insured Person's self-confidence, wellbeing and/or quality of life, the Company will pay the following benefit:

- 8.1 the head, neck, and hands – an additional 25% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 300 000 per Insured Person;

- 8.2 all other areas of the Body – an additional 10% of the Permanent Disability benefit for the reasonable and necessary medical procedure costs incurred up to a maximum of NAD 100 000 per Insured Person.

In the absence of a psychological evaluation the Company may at their discretion and on presentation of medical reports and/or photographs as to the extent of the disfigurement agree to pay this benefit.

Compensation under this extension shall be payable in addition to compensation payable for the same bodily injury under the Schedule of Permanent Disability or the Disfigurement Extension but shall exclude any procedure of a pure cosmetic nature.

9. Emergency transportation costs

The Company will pay reasonable and necessary emergency transportation costs to the nearest adequate medical facility incurred by the Insured as a direct result of Accidental Bodily Injury to an Insured Person if a qualified medical doctor certifies that:

- 9.1 local medical facilities are inadequate for the treatment of the injuries;
- 9.2 the recovery of the injured person will be substantially expedited by the emergency transportation to the nearest adequate medical facility.

Where no qualified medical doctor is available the highest qualified and experienced medical practitioner may certify as to the necessity of the emergency transportation.

The maximum amount payable by Company will be NAD 200 000 any one Insured Person and NAD 1 000 000 any one occurrence.

10. Family/servants medical expenses

In the event of Accidental Bodily Injury to any spouse, dependent child or domestic servant of an Insured Person (referred to in this Extension as such person) as a result of a motor vehicle accident while such person is travelling with the Insured Person in any private motor vehicle owned, leased or hired by the Insured Person, the Company will pay any consequent medical expenses incurred by such person;

PROVIDED THAT:

- 10.1 the maximum amount payable by the Company will be NAD 50 000 any one such person each and every claim, and subject to a maximum of NAD 200 000 in any one 12-month period of insurance;
- 10.2 the Company will not be liable for the first NAD 250 of each and every claim;
- 10.3 the Company will only be liable for the amounts in excess of amounts paid or payable under any other policy or under any Medical Aid Scheme, or Motor Vehicle Accident Fund or otherwise known, or as may be amended by legislation;
- 10.4 if the Business Hours Limitation is applicable, this Extension does not apply.

11. Hijacking/abduction/kidnapping

In the event of the unlawful seizure or wrongful exercise of control of any aircraft or conveyance (including the crew thereof) in which the Insured Person is travelling, or the abduction or kidnapping of the Insured Person, the cover in terms of the Temporary Total Disability section of this Policy shall continue in force for the duration of such an event, or 12 months from the date of such event, whichever is the lesser period.

If Temporary Total Disability is Insured, the Company will regard the hijacking, abduction or kidnapping of an Insured Person as a claim for Temporary Total Disability;

PROVIDED THAT:

- 11.1 the Company's liability is limited to the period of hijacking, abduction or kidnapping or 12 weeks, whichever is the lesser;
- 11.2 no compensation shall be payable if any member of the Insured Person's immediate family is involved in the hijacking, abduction or kidnapping as a principal or accessory.

12. Life support

Notwithstanding anything contained in the Defined Events, the 24-month period stated therein shall not include any period or periods where the death of the Insured Person is delayed solely by the use, for a period or periods of not less than 3 consecutive days of life support machinery, equipment, or apparatus.

13. Life support equipment

The Company will pay reasonable costs and expenses incurred by an Insured Person as a result of Accidental Bodily Injury in respect of higher costs for life support machinery, equipment, or apparatus,

PROVIDED THAT the liability of the Company under this Extension shall be limited to NAD 100 000 in respect of any one Insured Person in each and every occurrence.

14. Mobility costs

When the Company has admitted a claim for Permanent Disability, if as a direct result of that disability the Insured Person is permanently dependent on a wheelchair for mobility, the Company will, in addition to any amount payable for Permanent Disability, pay for:

- 14.1 a self-propelled wheelchair;
- 14.2 the fitting of wheelchair loading equipment and alterations to the Insured Person's residence to facilitate the use of such wheelchair;
- 14.3 the modification of the controls of the Insured Person's motor vehicle including wheelchair loading equipment if necessary;

PROVIDED THAT the liability of the Company for such costs in respect of any one claim shall not exceed NAD 250 000 per Insured Person.

15. Paraplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of the lower half of the body, including both legs, of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 10% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 50 000 and up to a maximum of NAD 500 000.

16. Quadriplegia

When the Company has admitted a claim for Permanent Total Disability, and as a direct result the Accidental Bodily Injury results in complete paralysis of all four limbs of the Insured Person, the Company will, in addition to any amount payable for Permanent Total Disability, pay 25% of the benefit paid for Permanent Total Disability subject to a minimum of NAD 100 000 and up to a maximum of NAD 1 000 000.

17. Rehabilitation costs

In the event that the Insured demonstrates, to the reasonable satisfaction of the Company, that an Insured Person has suffered Permanent Disability such that he/she cannot continue to be employed in the occupation in which he or she was employed at the time of the accident but may be retrained by the Insured, or by any registered training centre, the Company will contribute 80% of such retraining costs up to a maximum liability of NAD 150 000 per Insured Person.

18. Relocation costs

In the event that it is necessary to replace as employee a deceased or permanently disabled Insured Person the Company will indemnify the Insured for the following costs not exceeding NAD 150 000 incurred by the Insured in relation to any one Person per occurrence who is required to move more than 100 km:

- 18.1 relocation costs for such person, his family, furniture and pets; and

18.2 75% of the actual loss caused following the forcible sale of such person's private dwelling subject to such loss being determined by an impartial valuer appointed and paid by the Company.

19. Repatriation costs

In the event that there is a valid claim for serious Accidental Bodily Injury, the Company will pay the reasonable and necessary expenses incurred in the repatriation of the Insured Person to his normal place of residence;

PROVIDED THAT:

19.1 the liability of the Company in respect of any one claim shall not exceed NAD 200 000 for any one Insured Person;

19.2 the prior consent of the Company to repatriate the Insured Person is obtained and such consent will not be unreasonably withheld.

20. Search and rescue

The Company will pay the reasonable and necessary costs and expenses incurred for search and rescue, including freeing and bringing an Insured Person to a place of safety as a result of, or in order to prevent, Accidental Bodily Injury to an Insured Person;

PROVIDED THAT:

20.1 the Company will not be liable if an Insured Person is found in circumstances which are unlikely to result in accidental bodily injury;

20.2 the maximum amount payable by the Company will be NAD 100 000 any one Insured Person any one occurrence;

20.3 the maximum amount payable by the Company in any 12-month period of insurance will be NAD 500 000.

21. Seat belt benefit

The Company will pay an additional 10% of the Insured Person's Death or Permanent Disability benefit, up to a maximum amount of NAD 100 000,

PROVIDED THAT the Insured Person was wearing a properly factory installed seat belt while operating or travelling as a passenger in a private motor vehicle when the accident causing the Death or Total Disability occurs.

Verification of the actual use of the seat belt at the time of the accident must be a part of an official report of the accident or must be certified in writing by the investigating officer(s).

22. Temporary drivers

If, as a result of Accidental Bodily Injury, the Insured Person is unable to drive to and from his or her normal place of employment but is otherwise able to continue his or her usual business or occupation, the Company will pay the costs of employing a temporary driver;

PROVIDED THAT:

22.1 such costs will not be payable in addition to any amount payable for Temporary Total Disability;

22.2 such costs will be limited to NAD 2 000 per week or the Temporary Total Disability benefit applicable to such Insured Person, whichever is the lesser;

22.3 this extension will only apply if the Insured Person, prior to the accident, regularly drove a vehicle to and from work;

22.4 the weekly benefit shall not be paid for a period longer than the number of weeks Insured in respect of the Temporary Total Disability benefit.

23. Terrorism

This Policy is extended to cover accidental death or disability of an Insured Person arising from acts of "terrorism" as defined in the Defence Act 1 of 2002 or as amended;

PROVIDED THAT the Company shall not be liable to pay compensation for death or disablement arising from:

- 23.1 the performance by such person of obligations in terms of the Defence Act 1 of 2002 or the Police Act 19 of 1990 of any country or at a place from which military or police actions are carried out; or
- 23.2 consequent upon such person's engagement in any military or police actions against an enemy of any country, combating "terrorism" as defined in the Defence Act 1 of 2002 or "operations in defence of any country".

24. Trauma counselling

In the event of an Insured Person being subjected to an act of violence or a traumatic accident, the Company will pay for counselling fees actually incurred by such person as a result of the act of violence or traumatic accident;

PROVIDED THAT:

- 24.1 the maximum amount payable by the Company will be NAD 1 000 per consultation and NAD 10 000 per annum for each Insured Person; and NAD 100 000 in any one 12-month period of insurance;
- 24.2 'act of violence' shall mean an assault, robbery, rape, or armed car hijack;
- 24.3 for the purpose of this extension only, Insured Person shall include immediate family members of such Insured Person, who are subjected to the same incident or occurrence of violence or traumatic accident as the Insured Person;
- 24.4 the act of violence has been reported to the police and a case number has been obtained.

25. Territorial limits

Coverage applies anywhere in the world unless otherwise restricted by an endorsement and/or memorandum to this Policy.

26. Operating time

Coverage applies 24 hours a day, 7 days a week unless otherwise restricted by endorsement and/or memorandum to this Policy.

SPECIFIC EXCEPTIONS (APPLICABLE TO THE ENTIRE SECTION INCLUDING EXTENSIONS)

The Company shall not be liable to pay compensation for bodily injury in respect of any Insured Person:

- 1. caused by such person's suicide, attempted suicide or intentional self-injury or deliberate exposure to obvious risk or injury (unless in an attempt to save human life);
- 2. whose death or disability is directly or indirectly caused by, arising, or resulting from or traceable to any physical defect or infirmity which existed prior to the accident;

PROVIDED THAT if the disability of the Insured Person is merely aggravated by such pre-existing conditions, the Company may in their discretion pay an amount which they consider would have been payable but for such aggravation;
- 3. under 15 or over 75 years of age;
- 4. whilst the Insured Person:
 - 4.1 is travelling by air other than as a passenger (a "passenger" does not include a member of the crew, or any person being conveyed for the purpose of any trade or technical operation relating to the aircraft);

- 4.2 is hang gliding or micro lighting;
5. as a direct result of the Insured Person:
 - 5.1 being under the influence of alcohol, drugs, or narcotics unless such drugs or narcotics were administered lawfully by a medical practitioner (other than the Insured Person) or unless prescribed by and taken in accordance with the directions of a medical practitioner (other than the Insured Person);
 - 5.2 driving a motor vehicle and having more than the legal limit of alcohol in his/her blood. The legal limit applicable shall be as per legislation applicable to the territory where the accident occurred;
6. whilst participating in any riot, strike, civil commotion, public disorder, or as a result of deliberately committing a criminal offence;
7.
 - 7.1 arising from war, invasion, act of foreign enemy, hostilities, or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, or any events or causes which determine the proclamation or maintenance of martial law;
 - 7.2 whilst such Insured Person is on active service with the military, naval, air or police services of any nation;

PROVIDED THAT this Section shall continue to apply in respect of accidental bodily injury sustained independently of such contingencies;
8. whose death or disability is directly or indirectly attributable to Human Immunodeficiency Virus (HIV and/or any HIV related illness) or Acquired Immune Deficiency Syndrome (AIDS) including derivatives or variations thereof howsoever caused. The onus of proof shall be upon the Insured to show that death or disability of an Insured Person did not arise through or was not caused by AIDS or HIV;
9. while participating in sport as a professional player. For the purpose of this exclusion professional player is a person who derives 50% (fifty percent) or more of their income from participating in sports;
10. whose occupation involves the manufacturing, storage, use of or the handling of explosives or explosive devices. This Exclusion does not apply to surface or underground mining occupations.

SPECIFIC CONDITIONS

1. This Section is not assignable. Compensation shall be payable only to the Insured whose receipt shall effectually discharge the Company. No Insured Person shall have any right against the Company.
2. No sum under this Section shall carry interest.
3. If any difference shall arise as to the amount to be paid under this Section (liability being otherwise admitted) such difference shall be referred to arbitration in accordance with the statutory provisions for the time being in force and the making of an award shall be a condition precedent to any liability for the Company to make any payment under this Section.
4. In the event of the Company disclaiming liability in respect of any claim and an action or suit not being commenced within 12 months after such disclaimer or, in the case of an arbitration taking place, within 12 months after the Arbitrator shall have made his award, all benefits under this Section in respect of such claim shall be forfeited.
5. If the Premium is calculated on estimates supplied by the Insured an accurate record containing all relevant particulars must be maintained by the Insured to which the Company shall have the right of access. The Insured shall furnish such information within one month of the expiry of each

Period of Insurance and the Premium shall be adjusted accordingly;

PROVIDED THAT:

- 5.1 The estimates and declaration of total wages, earnings, or salaries on which the premium hereunder is based shall include all items of remuneration which fall under the definition of "Annual Earnings" within this Section.
- 5.2 In the event that such allowances are not included in the estimated or declared earnings these amounts will not be included in the computation of any claim.

SECTION 14 - MOTOR

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or damage

Loss or damage to any vehicle described in the Schedule, including its accessories and spare parts whilst therein or thereon.

2. Additional costs

In addition to any event the Company will pay for:

2.1 Protection and removal

The cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby.

2.2 Storage

The cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby.

2.3 Delivery after repair

The cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured within Namibia.

2.4 Emergency repairs

The Insured may give instructions for emergency repairs to be executed without the previous consent of the Company limited to NAD 20 000 per event,

PROVIDED THAT a detailed estimate is first obtained and that a detailed invoice is forwarded to the Company;

FURTHER PROVIDED THAT the Company shall not be responsible to pay more than NAD 40 000 in the aggregate any one event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

4. Repair, reinstate, or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, whichever is the lesser, or the agreed value if stated in the Schedule to be applicable.

4.2 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

PROVISIONS

1. Suspensive sale

If, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

3. Fire, lightning, and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning, or explosion to vehicle as defined under Vehicle Definition 1.

4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, CD players and any other equipment of a similar nature or telephones:

4.1 where supplied by the manufacturer when new

the replacement value of the item subject to the standard First Amount Payable stated in the Schedule;

4.2 where not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule limited to NAD 3 500 subject to a first amount payable of NAD 500;

4.3 where specified in the Schedule

the amount stated in the Schedule and reduced by the First Amount Payable stated in the Schedule.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB-SECTION A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a defined event or otherwise;
4. wear and tear;
5. mechanical, electronic, or electrical breakdown, failure, or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts, or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;UNLESS damage to tyres is accompanied by damage to other parts of the vehicle;
7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost, or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of and not exceeding the amount stated in the Schedule:

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

- a) pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section,

PROVIDED THAT the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of indemnity stated in the schedule;

- b) indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- (i) such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
- (ii) such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
- (iii) indemnity shall not apply in respect of claims made by any member of the same household as such person;
- (iv) such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;

- c) indemnify the Insured while personally driving or using any private type of motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Definition Vehicles 1 or 2,

FURTHER PROVIDED THAT the Company shall not be liable for damage to the vehicle being driven or used.

- d) indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer),

PROVIDED THAT the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB-SECTION B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been affected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Definition Vehicles 2., 3., 4. or 5. at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg);
3. liability arising from the operation, demonstration, or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;

and

4. if it is required that the driver of the insured vehicle effects a separate third-party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of Namibia.

SUB-SECTION C – MEDICAL EXPENSES DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external, and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to NAD 10 000 per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'medical expenses' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub- Section A of this Section	Specified part of vehicle in which the injury must occur
Any private type of motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

DEFINITIONS

Territorial limits	Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique.
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Reasonable retail value	The reasonable retail value of the vehicle including all factory fitted accessories and spare parts as determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd, plus: a) any unspecified non-standard accessories and spare parts at depreciated value, PROVIDED THAT that the sum insured of the vehicle is sufficient to include all such item at the time of loss or damage; b) any specified non-standard accessories and spare parts at replacement cost or sum insured, whichever is the lesser.
Non-standard Accessories and spare parts	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extra).
Agreed value (basis)	A value agreed upon between the Insured and the Company prior to inception or renewal date of the cover in respect of a particular vehicle. The Insured must provide the Company with documentary evidence of the vehicle's value prior to inception or renewal date for its review and acceptance. Where no documentary evidence was provided, the value of the vehicle at the time of a loss shall be based on the reasonable market value as determined by the Company.
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.
Definition vehicle	Definition 1 Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 persons (including the driver) but excluding taxis. Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxis. Definition 3 Motorcycles (including motor scooters, three-wheeled vehicles, and quad bikes) and golf carts. Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxis.

	Definition 5 Trailers, being any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto. Definition 6 a) any such vehicle being owned by or hired or leased to the Insured; b) including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/ or repair; PROVIDED THAT: i. the maximum period a rental or temporary vehicle shall be used shall not exceed 30 consecutive days; ii. the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.
Description of use	Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured, but excluding: 1. hiring (unless stated in the Schedule to be included); 2. carriage of passengers for hire or carriage of fare paying passengers (unless stated in the Schedule to be included); 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

CLAUSES AND EXTENSIONS

1. Repatriation of vehicles used outside the territorial limits

(only applicable to private type motor cars and light commercial vehicles up to a GVM of 3500kg)

If an insured vehicle is lost or damaged within the territorial limits of this Policy but outside the Republic of Namibia, the following conditions shall apply without exception:

If the insured vehicle is lost or damaged the Company will pay for costs incurred:

1.1 Occupants

Repatriating up to 4 occupants back to the place of residence within the Republic of Namibia subject to a maximum amount of NAD 5 000 per event;

1.2 Vehicle transport cost

The costs and expenses of transporting the vehicle to the nearest border post in the Republic of Namibia or South Africa or as agreed with the Company subject to a maximum of NAD 20 000 per event,

PROVIDED THAT the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

2. Vehicle replacement

In the case of private type motor cars and light delivery vehicles the Company shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 months after the first registration of the vehicle and subject to it not having been driven for more than 40 000 km;

PROVIDED THAT:

- 2.1 the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or
- 2.2 the vehicle is damaged to the extent that the cost of repairs exceeds 70% of its list price plus taxes when new;

the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 100% of the maximum indemnity (less the First Amount Payable);

FURTHER PROVIDED THAT:

- a) in the event of a vehicle being replaced under the circumstances as described above, then the Company shall be entitled to the possession and ownership of the lost or damaged vehicle;
- b) the amount payable shall be limited to the amount stated in the Schedule.

3. Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each,

PROVIDED THAT the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

4. Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

- 4.1 any arrears instalments or rentals including interest payable on such arrears;
- 4.2 all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- 4.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- 4.4 the first amount payable under Sub-Section;

PROVIDED THAT:

- a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub Section A;
- b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
- c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void;
- d) the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

5. War

In respect of Sub-Section B and C only, General Exception 1 is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

6. Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the relevant professional and/or regulatory bodies and/or associations and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business,

PROVIDED THAT the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

7. Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

8. Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

- 8.1 the Company's liability shall not exceed NAD15 000 in respect of any one event, or the amount stated in the Schedule; and
- 8.2 the Insured shall be responsible for the first 10% of the claim with a minimum of NAD 1 250.

9. Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

- 9.1 this Extension shall not apply in respect of damage to vehicles which are parked for reward;
- 9.2 this Company's liability shall not exceed NAD2 500 000 any one event, or the amount stated in the Schedule.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

10. Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side- or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as stated in the schedule;

PROVIDED THAT:

- 10.1 no other damage has been caused to the vehicle giving rise to a claim under the Policy;
- 10.2 the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

11. Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event,

PROVIDED THAT in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Company's liability under this Extension shall not exceed NAD 10 000 in respect of any one occurrence, or the amount stated in the Schedule.

12. Emergency accommodation

Sub Section A is extended to include the actual and necessary cost of emergency accommodation for the driver and / or the tour guide and passengers in the event of any insured vehicle as described in definitions and as stated in the schedule, being damaged by an insured peril. The cover is limited to NAD 1 000 per person, but not exceeding NAD 12 000 in the aggregate per event.

13. Removal and protection costs following mechanical breakdown

(only applicable to vehicles under Definition 1, 2 (excluding special types) and 4)

The Company will pay the costs of removal and protection in the event of mechanical, electronic, or electrical breakdown of the vehicle up to NAD 5 000 per event.

This cover is limited to one occurrence in any 12 consecutive months of insurance.

14. Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to NAD 5 000.

15. Automatic additions

The Company will insure any additional vehicle purchased for up to:

- 15.1 NAD 500 000, or
- 15.2 that vehicle's own retail value, or

15.3 the purchase price of the vehicle

whichever is the lesser;

PROVIDED THAT the Insured must:

- a) notify the Company within 14 working days of the date of the purchase, and
- b) pay any additional premium requested by the Company.

This extension shall be subject to the standard excess applicable on same type of vehicle.

OPTIONAL CLAUSES AND EXTENSIONS

1. Contingent liability (if stated in the Schedule to be included)

The indemnity under Sub-Section B includes claims made against:

- 1.1 the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'such person');
- 1.2 any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer;

PROVIDED THAT:

- a) Exception 2 under Sub-Section B is deleted;
- b) the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1.1 and 1.2. above;
- c) the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
- d) if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
- e) the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
- f) the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

2. Non-fare paying passenger liability (if stated in the Schedule to be included)

Exception 2 to Sub-Section B shall not apply to vehicles described in Definition 2, other than special types, or in definitions 3, 4 or 5. If the vehicle is used for hiring or carriage of passengers for hire or carriage of fare paying passengers, this extension shall not apply. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

3. Unauthorised passenger's personal injury liability (if stated in the Schedule to be included)

The indemnity under Sub-Section B, notwithstanding Exception 2. thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

4. Waiver of basic compulsory first amount payable (if stated in the Schedule to be included)

(only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg)

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled,

PROVIDED THAT this Optional Extension applies to the Insured and his/her designated driver who is older than 25 years of age and has held a valid driver's licence for more than 5 years and which is unendorsed;

FURTHER PROVIDED THAT this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.

5. Loss of use (if stated in the Schedule to be included)

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured the equivalent rental cost of a replacement vehicle;

PROVIDED THAT:

5.1 Cost of the vehicle rented

5.1.1 the daily rental cost shall not exceed the amount stated in the Schedule;

5.1.2 all delivery and/or collection costs;

5.1.3 administration costs chargeable by the vehicle hire company;

5.1.4 subject to a maximum of NAD 1 500 for each and every event in terms of 5.1.2 and 5.1.3 above.

5.2 Excluded costs (costs the Company shall not be liable to pay)

5.2.1 any deposits payable;

5.2.2 fuel used during the rental period;

5.2.3 parking fees, speeding fines or fines, toll or e-toll costs;

5.2.4 excesses payable to the rental company.

5.3 The rental period

5.3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;

5.3.2 the rental period shall cease at the time when:

5.3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;

5.3.2.2 the vehicle is repaired after being damaged and returned to the owner;

5.3.2.3 the Company has discharged liability in respect of the loss suffered;

5.3.2.4 after 45 consecutive days;

whichever occurs first,

PROVIDED THAT the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

6. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

6.1 civil commotion, labour disturbances, riot, strike, or lockout;

6.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 6.1. above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision a, b, c, d or e above, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

7. Motor accident benefit to employees (if stated in the Schedule to be included)

If an occupant in any insured vehicle passes away, in direct connection with such vehicle, the Company will pay to the Insured, on behalf of such person or his estate, NAD 75 000 per occupant and a maximum of NAD 750 000 per event;

PROVIDED THAT:

- 7.1 such occupant is also a fulltime employee of the Insured or on contract as a tour guide and / or driver;
- 7.2 such occupant is not entitled to any other compensation in terms of this policy;
- 7.3 the cover is limited to NAD 25 000 per occupant and maximum of NAD 75 000 per event where the occupant was not in a permanently enclosed passenger carrying compartment at the time of the event or the vehicle was not designed to carry passengers;
- 7.4 death occurs within 3 months of such event.

This extension does not apply to vehicles under Definition 3 except golf carts, Definition 5, and any Agriculture type vehicles under Definition 2.

8. Deposit protector (if stated in the Schedule to be included)

Where the Company regards a comprehensively insured vehicle as being uneconomical to repair and declare the vehicle to be a write-off or a total loss, or if the insured vehicle is stolen, or hijacked and not recovered by the claim settlement date the Company will pay an amount of 10% of the sum insured value, subject to a maximum indemnity of NAD 100 000 per event.

Compensation under this section of the policy will only become payable once the underlying claim has been settled in full.

OPTIONAL LIMITATION OF COVER

1. Third party only limitation (if stated in the Schedule to be applicable)

The following are cancelled:

- 1.1 Sub-Section A;
- 1.2 Sub-Section C.

2. Third party and fire only limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning, or explosion. Furthermore, Sub-Section C is cancelled.

3. Third party, fire, and theft only limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning, or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

SPECIFIC EXCEPTIONS (APPLICABLE TO ALL SUB-SECTIONS)

1. The Company shall not be liable for any accident, injury, loss, damage, or liability:
 - 1.1. whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of Use Clause;
 - 1.2. incurred outside the territorial limits,

PROVIDED THAT the Company will not be liable for any accident, injury, loss, damage, or liability if the country entered into provides cover on entry.

The Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
 - 1.3. arising from the ownership, possession, or use of vehicles:
 - 1.3.1. used principally for the transportation of explosives such as nitro-glycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
 - 1.3.2. in the underground workings of any mine or on the apron or runway at any airport;
 - 1.4. incurred while any vehicle is being driven by:
 - 1.4.1. the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
 - 1.4.2. any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles;
 - 1.4.3. or is under control for the purpose of being driven by a person who does not hold a current valid Professional Authorization (PA) to drive such a vehicle as required in terms of the National Road Safety Act 9 of 1972, the Road Traffic and Transport Act 22 of 1999 and/or any similar relevant legislation as amended from time to time. This Exception applies if such person has held a valid PA in the past but cannot show evidence of being in the process of renewing it at the time of the event and is entitled to such renewal without restriction. This condition is applicable to all drivers of:
 - 1.4.3.1. goods vehicles with a gross vehicle mass (GVM) exceeding 3 500 kg;
 - 1.4.3.2. breakdown vehicles;
 - 1.4.3.3. buses;
 - 1.4.3.4. minibuses with a GVM exceeding 3 500 kg or with 12 or more seats (including the driver);
 - 1.4.3.5. motor vehicles conveying persons for reward;
 - 1.4.3.6. motor vehicles conveying more than 12 persons;

PROVIDED THAT:

- a) this Condition shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles;
- b) any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

- 2. The Company shall not be liable for any claim arising from contractual liability unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITIONS

1. Driver's licence

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, or cancelled, or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

2. Vehicle security/immobiliser

- 2.1 If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
- 2.2 The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
- 2.3 The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
 - 2.3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 2.3.2 cancels the service agreement;
 - 2.3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

3. Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the Road Traffic and Transport Act 22 of 1999 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the territorial limits.

4. Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of Namibia or South Africa, the liability of the Company shall be discharged by the payment of an amount

equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of Namibia or South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

5. Hired-in vehicle or unspecified vehicle

Third party and passenger liability cover for hired-in vehicles, ghost vehicles or unspecified vehicles are subject to full tour declaration prior to departure.

Tour declaration means the number of clients, names of clients, name of guide, tour dates, tour itinerary, full vehicle detail, including registered owner and registration number.

Vehicles and guides/drivers must be fully compliant with any relevant Road Traffic and Transportation legislation.

SECTION 15 – MOTOR FLEET

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or damage

Loss or damage to any vehicle as disclosed to the Company, including its accessories and spare parts whilst therein or thereon.

2. Additional costs

In addition to any event the Company will pay for:

2.1 Protection and removal

The cost of protection and removal to the nearest repairers if such vehicle is disabled by reasons of any loss or damage insured hereby.

2.2 Storage

The cost of storage at the nearest yard, place of safety or repairers if such vehicle is disabled by reasons of any loss or damage insured hereby.

2.3 Delivery after repair

The cost of delivery to the Insured, after repair of such loss or damage to the permanent address of the Insured within Namibia.

2.4 Emergency repairs

The Insured may give instructions for emergency repairs to be executed without the previous consent of the Company limited to NAD 20 000 per event,

PROVIDED THAT a detailed estimate is first obtained and that a detailed invoice is forwarded to the Company;

FURTHER PROVIDED THAT the Company shall not be responsible to pay more than NAD 40 000 in the aggregate any one event per vehicle in respect of 2.1, 2.2, 2.3 and 2.4 above.

3. Limit of indemnity

The limit of indemnity for each type of vehicle is as stated in the Schedule shall be the maximum amount payable by the Company.

4. Repair, reinstate or replace

4.1 The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule and/or the reasonable retail value, whichever is the lesser, or the agreed value if stated in the Schedule to be applicable.

4.2 If the Company replaces or reinstates such vehicle the Company shall have the option to take ownership of the vehicle.

PROVISIONS

1. Suspensive sale

If, to the knowledge of the Company, the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

3. Fire, lightning, and explosion

The first amount payable shall not be applicable to loss or damage as a result of fire, lightning, or explosion to vehicle as defined under Vehicle Definition 1.

4. Sound equipment

In respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, CD players and any other equipment of a similar nature or telephones:

4.1 where supplied by the manufacturer when new

the replacement value of the item subject to the standard First Amount Payable stated in the Schedule;

4.2 where not supplied by the manufacturer when new (after-market installation)

not specified as a separate item in the Schedule limited to NAD 3 500 subject to a first amount payable of NAD 500;

4.3 where specified in the Schedule

the amount stated in the Schedule and reduced by the First Amount Payable stated in the Schedule.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB-SECTION A)

The Company shall not be liable to pay for any:

1. consequential loss as a result of any other cause whatsoever;
2. money paid towards the upgrade of or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a defined event or otherwise;
4. wear and tear;
5. mechanical, electronic, or electrical breakdown, failure, or breakage;
6. damage to tyres:
 - 6.1 by application of brakes; or
 - 6.2 by road punctures, cuts, or bursts; or
 - 6.3 as a result of inequalities of the road or other surface or to impact with such inequalities;UNLESS damage to tyres is accompanied by damage to other parts of the vehicle;

7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
8. damage to the insured vehicle caused by or attributable to the un-roadworthy condition of the vehicle;
9. loss, damage, cost, or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by Customs, Police Services, Crime Prevention Units or any lawfully constituted officials or authorities.

SUB-SECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

Any accident caused by or through or in connection with any vehicle described in the Schedule or in connection with the loading and/or unloading of such vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of and not exceeding the amount stated in the Schedule:

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured or being conveyed by, loaded onto or unloaded from such vehicle.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

- a) pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section,

PROVIDED THAT the total of the Company's liability under both this Extension and Sub-Section B shall not exceed the limit of indemnity stated in the schedule;

- b) indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- (i) such person, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
- (ii) such person driving such vehicle has not to the Insured's knowledge been refused any motor insurance or continuance thereof by any insurer;
- (iii) indemnity shall not apply in respect of claims made by any member of the same household as such person;
- (iv) such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder;
- c) indemnify the Insured while personally driving or using any private type of motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the Insured is an individual and has insured hereunder a vehicle described under Definition Vehicles 1 or 2,

PROVIDED THAT the Company shall not be liable for damage to the vehicle being driven or used.

- d) indemnify the Insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer),

PROVIDED THAT the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

LIMITS OF INDEMNITY

The liability of the Company under this Sub-Section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the Schedule.

SPECIFIC EXCEPTIONS (APPLICABLE TO SUB-SECTION B)

The Company shall not be liable under this Sub-Section in respect of:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been affected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or injury to any person being carried in or upon or entering or getting into or alighting from a vehicle described in Definition Vehicles 2., 3., 4. or 5. at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg);
3. liability arising from the operation, demonstration, or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This Exception shall not apply to forklift trucks;

and

4. if it is required that the driver of the insured vehicle effects a separate third-party liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any legal liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of Namibia.

SUB-SECTION C – MEDICAL EXPENSES DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external, and visible means, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to NAD 10 000 per injured occupant and in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term 'medical expenses' includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured in terms of Sub- Section A of this Section	Specified part of vehicle in which the injury must occur
Any private type of motor car or motorised caravan	Anywhere inside the vehicle
Any other type of insured vehicle other than a bus or taxi	The permanently enclosed passenger-carrying compartment

This benefit applies regardless of whether the applicable legislative fund is unable to or incapable of providing compensation.

DEFINITIONS

Territorial limits	Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique.
Reasonable retail value	The reasonable retail value of the vehicle including all factory fitted accessories and spare parts as determined by the current Auto Dealers Guide or Commercial Vehicle Guide published by Trans Union Auto Information (Pty) Ltd, plus: a) any unspecified non-standard accessories and spare parts at depreciated value; PROVIDED THAT that the sum insured of the vehicle is sufficient to include all such item at the time of loss or damage b) any specified non-standard accessories and spare parts at replacement cost or sum insured, whichever is the lesser.
Non-standard Accessories and spare parts	Any accessory or part not supplied by the manufacturer as a standard fitment and fitted as an aftermarket fitment (optional extra).
Agreed value (basis)	A value agreed upon between the Insured and the Company prior to inception or renewal date of the cover in respect of a particular vehicle. The Insured must provide the Company with documentary evidence of the vehicle's value prior to inception or renewal date for its review and acceptance. Where no documentary evidence was provided, the value of the vehicle at the time of a loss shall be based on the reasonable market value as determined by the Company.
Occurrence	The term 'occurrence' shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.
Definition vehicle	Definition 1 Private type motor cars (including any station wagon, 4x4 or 4x2 station wagon), safari van, estate car and the like or similar vehicle designed to seat not more than 12 persons (including the driver) but excluding taxis.
	Definition 2 Commercial vehicles and special type vehicles as described in the Schedule but excluding taxis.
	Definition 3 Motorcycles (including motor scooters, three-wheeled vehicles, and quad bikes) and golf carts.
	Definition 4 Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxis.

	Definition 5 Trailers, being any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto. Definition 6 a) any such vehicle being owned by or hired or leased to the Insured; b) including any such vehicle temporarily operated by the Insured as replacement for any vehicle specified which is out of use for the purpose of overhaul, upkeep and/ or repair; PROVIDED THAT: 1. the maximum period a rental or temporary vehicle shall be used shall not exceed 30 consecutive days; 2. the maximum liability of the Company shall not exceed the reasonable retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is the lesser.
Description of use	Use for social, domestic and pleasure purposes and use for the business or occupation of the Insured, but excluding: 1. hiring (unless stated in the Schedule to be included); 2. carriage of passengers for hire or carriage of fare paying passengers (unless stated in the Schedule to be included); 3. racing, speed or other contests, rallies, trials; 4. carriage of explosives; 5. carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry; 6. use for any purpose in connection with the motor trade; 7. used for other than what the vehicle was constructed or licenced to be used for. The indemnity to the Insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair but excluding if the vehicle is in possession or on commission or else for the purpose of retail or similar.

CLAUSES AND EXTENSIONS

1. Repatriation of vehicles used outside the territorial limits

(Only applicable to private type motor cars and light commercial vehicles up to a GVM of 3500kg)

If an insured vehicle is lost or damaged within the territorial limits of this Policy but outside the Republic of Namibia, the following conditions shall apply without exception:

If the insured vehicle is lost or damaged the Company will pay for costs incurred:

1.1 Occupants

in repatriating up to 4 occupants back to the place of residence within the Republic of Namibia subject to a maximum amount of NAD 5 000 per event;

1.2 Vehicle transport cost

for the costs and expenses of transporting the vehicle to the nearest border post in the Republic of Namibia or South Africa or as agreed with the Company subject to a maximum of NAD 20 000 per event;

PROVIDED THAT the Insured shall provide the Company with all relevant and supporting documentation relevant to the costs incurred on request.

2. Vehicle replacement

In the case of private type motor cars and light delivery vehicles the Company shall instead of a monetary payment and subject to the consent of the Insured and/or of any other interested party known to the Company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 months after the first registration of the vehicle and subject to it not having been driven for more than 40 000 km;

PROVIDED THAT:

2.1 the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the Company; or

2.2 the vehicle is damaged to the extent that the cost of repairs exceeds 70% of its list price plus taxes when new;

the basis of indemnity will be the current cost of a new motor vehicle of the same or similar model subject to a limit of 100% of the maximum indemnity (less the First Amount Payable);

FURTHER PROVIDED THAT:

a) in the event of a vehicle being replaced under the circumstances as described above, then the Company shall be entitled to the possession and ownership of the lost or damaged vehicle;

b) the amount payable shall be limited to the amount stated in the Schedule.

3. Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each,

PROVIDED THAT the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

4. Credit shortfall

If any total loss settlement under Sub-Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall less:

4.1 any arrears instalments or rentals including interest payable on such arrears;

4.2 all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;

4.3 the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;

4.4 the first amount payable under Sub-Section;

PROVIDED THAT:

- a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub- Section A;
- b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
- c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void;
- d) the amount payable under this Extension shall not exceed the amount stated in the Schedule subject to the Terms, Provisions and Conditions of this Extension.

5. War

In respect of Sub-Section B and C only, General Exception 1 is deleted and replaced by the following:

"This Section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power."

6. Principals

Notwithstanding Specific Exception 2 of this Section, the indemnity under Sub-Section B extends to indemnify to the extent required by the general conditions of contract published by the relevant professional and regulatory bodies and/or associations and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the Insured for the purposes of the business,

PROVIDED THAT the liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

7. Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

8. Loss of locks, keys, central locking devices and remotes

The Company will indemnify the Insured in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller;

PROVIDED THAT:

- 8.1 the Company's liability shall not exceed NAD 15 000 in respect of any one event, or the amount stated in the Schedule; and
- 8.2 the Insured shall be responsible for the first 10% of the claim with a minimum of NAD 1 250.

9. Parking facilities and movement of third-party vehicles

This Section extends to indemnify the Insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the Insured) by any person in the employment of the Insured or acting on the Insured's behalf;

PROVIDED THAT:

- 9.1 this Extension shall not apply in respect of damage to vehicles which are parked for reward;

9.2 this Company's liability shall not exceed NAD2 500 000 any one event, or the amount stated in the Schedule.

For the purpose of this Extension, such vehicle (and its contents) shall not be deemed to be held in trust by or in the custody or control of the Insured.

10. Windscreen/Glass

The Company will pay for the cost to repair or replace for damage to windscreen glass, side- or rear glass, head-, tail- or fitted spotlights forming part of any vehicle as stated in the schedule;

PROVIDED THAT:

10.1 no other damage has been caused to the vehicle giving rise to a claim under the Policy;

10.2 the Insured shall be responsible for the first amount payable (applicable to glass) stated in the Schedule of each and every loss.

11. Wreckage removal

The cover provided under Sub-Section A of this Section is extended to include costs and expenses incurred by the Insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event,

PROVIDED THAT in addition to the limit of indemnity under Sub-Section A of this Section, the limit of the Company's liability under this Extension shall not exceed NAD 10 000 in respect of any one occurrence, or the amount stated in the Schedule.

12. Emergency accommodation

Sub Section A is extended to include the actual and necessary cost of emergency accommodation for the driver and / or the tour guide and passengers in the event of any insured vehicle as described in definitions and as stated in the schedule, being damaged by an insured peril. The cover is limited to NAD 1 000 per person, but not exceeding NAD 12 000 in the aggregate per event.

13. Removal and protection costs following mechanical breakdown

(applicable to vehicles under Definition 1, 2 (excluding special types) and 4 only)

The Company will pay the costs of removal and protection in the event of mechanical, electronic, or electrical breakdown of the vehicle up to NAD 5 000 per event.

This cover is limited to one occurrence in any 12 consecutive months of insurance.

14. Tracking device

If the tracking device fitted to the vehicle is unrecoverable or damaged beyond repair, the Company will pay the reasonable replacement value of such device up to NAD 5 000.

15. Premium adjustment

The Insured shall submit to the Company at the end of each period of insurance a declaration of the total number of vehicles owned, hired, or leased at such expiry date. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

OPTIONAL CLAUSES AND EXTENSIONS

1. Contingent liability (if stated in the Schedule to be included)

The indemnity under Sub-Section B includes claims made against:

- 1.1 the Insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the Insured, while being used by any partner or director or employee of the Insured (hereinafter in this Extension referred to as 'such person');
- 1.2 any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the Insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any Insurer;

PROVIDED THAT:

- a) Exception 2 under Sub-Section B is deleted;
- b) the Company shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in 1.1 and 1.2. above;
- c) the payment by the Insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the Insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this Extension;
- d) if, at the time of the occurrence of any accident giving rise to a claim under this Extension, the Insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
- e) the Terms, Exceptions and Conditions of the Policy shall otherwise apply;
- f) the Company's liability shall not exceed the limit in the Schedule for each and every occurrence.

2. Non-fare paying passenger liability (if stated in the Schedule to be included)

Exception 2 to Sub-Section B shall not apply to vehicles described in Definition 2, other than special types, or in definitions 3, 4 or 5. If the vehicle is used for hiring or carriage of passengers for hire or carriage of fare paying passengers, this extension shall not apply. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

3. Unauthorised passenger's personal injury liability (if stated in the Schedule to be included)

The indemnity under Sub-Section B, notwithstanding Exception 2. thereto, extends to cover the Insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the Insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the Schedule.

4. Waiver of basic compulsory first amount payable (if stated in the Schedule to be included)

(Only applicable to private type motor cars and light commercial vehicles up to a GVM of 3 500 kg)

The Basic Compulsory First Amount Payable as stated in the Schedule is hereby cancelled,

PROVIDED THAT this Optional Extension applies to the Insured and his/her designated driver who is older than 25 years of age and has held a valid driver's licence for more than 5 years and which is unendorsed;

FURTHER PROVIDED THAT this Extension shall not apply to windscreen claims and if the loss or damage is as a result of theft or hi-jacking of the vehicle.

5. Loss of use (if stated in the Schedule to be included)

If a comprehensively insured vehicle is stolen, hijacked or damaged and for which the Company accepted liability to compensate for, the Company will pay to the Insured the equivalent rental cost of a replacement vehicle;

PROVIDED THAT:

5.1 Cost of the vehicle rented

- 5.1.1 the daily rental cost shall not exceed the amount stated in the Schedule;
 - 5.1.2 all delivery and/or collection costs;
 - 5.1.3 administration costs chargeable by the vehicle hire company;
- subject to a maximum of NAD 1 500 for each and every event in terms of 5.1.2 and 5.1.3 above;

5.2 Excluded costs (costs the Company shall not be liable to pay)

- 5.2.1 any deposits payable;
- 5.2.2 fuel used during the rental period;
- 5.2.3 parking fees, speeding fines or fines, toll or e-toll costs;
- 5.2.4 excesses payable to the rental company;

5.3 The rental period

- 5.3.1 starts on the day the Company admits liability in terms of the original claim and agrees to the rental;
- 5.3.2 the rental period shall cease at the time when:
 - 5.3.2.1 the vehicle is recovered upon theft (and repaired if necessary) and returned to the owner;
 - 5.3.2.2 the vehicle is repaired after being damaged and returned to the owner;
 - 5.3.2.3 the Company has discharged liability in respect of the loss suffered;
 - 5.3.2.4 after 45 consecutive days;whichever occurs first;

PROVIDED THAT the rental costs will be borne by the Insured and the rental invoice submitted to the Company for reimbursement following the conclusion of the rental period as stated.

6. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 6.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 6.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 6.1. above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;

- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision a, b, c, d or e above, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

7. Motor accident benefit to employees (if stated in the Schedule to be included)

If an occupant in any insured vehicle passes away, in direct connection with such vehicle, the Company will pay to the Insured, on behalf of such person or his estate, NAD 75 000 per occupant;

PROVIDED THAT:

- 7.1 such occupant is also a fulltime employee of the Insured or on contract as a tour guide and / or driver;
- 7.2 such occupant is not entitled to any other compensation in terms of this policy;
- 7.3 the cover is limited to NAD 25 000 per occupant and maximum of NAD 75 000 per event where the occupant was not in a permanently enclosed passenger carrying compartment at the time of the event or the vehicle was not designed to carry passengers;
- 7.4 death occurs within 3 months of such event.

8. Deposit protector (if stated in the Schedule to be included)

Where the Company regards a comprehensively insured vehicle as being uneconomical to repair and declare the vehicle to be a write-off or a total loss, or if the insured vehicle is stolen, or hijacked and not recovered by the claim settlement date the Company will pay an amount of 10% of the sum insured value, subject to a maximum indemnity of NAD 100 000 per event.

Compensation under this section of the policy will only become payable once the underlying claim has been settled in full.

OPTIONAL LIMITATION OF COVER

1. Third party only limitation (if stated in the Schedule to be applicable)

The following are cancelled:

- 1.1 Sub-Section A;
- 1.2 Sub-Section C.

2. Third party and fire only limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning, or explosion. Furthermore, Sub-Section C is cancelled.

3. Third party, fire, and theft only limitation (if stated in the Schedule to be applicable)

The liability of the Company under Sub-Section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning, or explosion or theft/hi-jack. Furthermore, Sub-Section C is cancelled.

SPECIFIC EXCEPTIONS (APPLICABLE TO ALL SUB-SECTIONS)

1. The Company shall not be liable for any accident, injury, loss, damage, or liability:
 - 1.1 whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of Use Clause;
 - 1.2 incurred outside the territorial limits,

PROVIDED THAT the Company will not be liable for any accident, injury, loss, damage, or liability if the country entered into provides cover on entry.

The Company will indemnify the Insured against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit;
 - 1.3 arising from the ownership, possession, or use of vehicles:
 - 1.3.1 used principally for the transportation of explosives such as nitro-glycerine, dynamite or any other substance generally classified as a highly explosive substance or for the transport of hazardous chemicals;
 - 1.3.2 in the underground workings of any mine or on the apron or runway at any airport;
 - 1.4 incurred while any vehicle is being driven by:
 - 1.4.1 the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
 - 1.4.2 any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles;
 - 1.4.3 or is under control for the purpose of being driven by a person who does not hold a current valid Professional Authorization (PA) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if such person has held a valid PA in the past but cannot show evidence of being in the process of renewing it at the time of the event and is entitled to such renewal without restriction. This condition is applicable to all drivers of:
 - 1.4.3.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500 kg;
 - 1.4.3.2 breakdown vehicles;
 - 1.4.3.3 buses;
 - 1.4.3.4 mini buses with a GVM exceeding 3 500 kg or with 12 or more seats (including the driver);
 - 1.4.3.5 motor vehicles conveying persons for reward;

1.4.3.6 motor vehicles conveying more than 12 persons;

PROVIDED THAT:

- a) this Condition shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles;
- b) any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific Exception 1.2 or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers.

It is understood that for the purpose of Specific Exception 1, if the Insured is a company or close corporation, the term Insured shall include any director or senior manager of such company or close corporation.

- 2. The Company shall not be liable for any claim arising from contractual liability unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITIONS

1. Driver's licence

If, during the currency of this Section, any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended, or cancelled, or if he or they shall be charged or convicted of negligent, reckless, or improper driving, notification shall be sent in writing to the Company immediately upon the Insured having knowledge of such fact.

2. Vehicle security/immobiliser

- 2.1 If the Company specifies that a particular type of security system must be installed in any insured vehicle stated in the Schedule of this Section, for the Insured to qualify for theft cover in terms of this Policy or if the Insured receives a security discount on any Insured vehicle stated in the Schedule of this Section, the onus rests upon the Insured, in the event of theft of any such insured vehicle, to prove that the security system was installed, engaged and fully operational.
- 2.2 The Insured shall ensure that the service agreement with and/or recommendations made by the manufacturers and/or installers of any such security system are adhered to at all times. This includes regular self-testing or testing otherwise.
- 2.3 The Company shall not be liable in respect of any loss or damage arising from theft of such vehicle if the Insured:
 - 2.3.1 fails to install any required security device or to engage and/or activate it prior to the theft of the vehicle;
 - 2.3.2 cancels the service agreement;
 - 2.3.3 fails to pay any subscription due in terms of such agreement.

In the event that the Company specifies that any tracking device must be installed in an insured vehicle, the Insured must make sure that the insured vehicle is linked up to the tracking services at all times and that the insured vehicle's tracking unit is operational and armed at all times.

3. Roadworthiness/compliance

The Insured must maintain the insured vehicle in an efficient and roadworthy condition in compliance with the Road Traffic and Transport Act 22 of 1999 (as amended or substituted) and the Regulations promulgated thereunder, or any similar legislation which applies to the territorial limits.

4. Spare parts

In the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of Namibia or South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of Namibia or South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

5. Hired-in vehicle or unspecified vehicle

Third party and passenger liability cover for hired-in vehicles, ghost vehicles or unspecified vehicles are subject to full tour declaration prior to departure.

Tour declaration means the number of clients, names of clients, name of guide, tour dates, tour itinerary, full vehicle detail, including registered owner and registration number.

Vehicles and guides/drivers must be fully compliant with any relevant Road Traffic and Transportation legislation.

SECTION 16 - ELECTRONIC EQUIPMENT

SUB-SECTION A – MATERIAL DAMAGE

DEFINED EVENTS

1. Physical loss or damage

to the property insured described in the Schedule from any cause not hereinafter excluded whilst:

- 1.1 at work or at rest anywhere within the insured premises as specified;
- 1.2 in transit including loading and unloading or whilst temporarily stored at any premises enroute;
- 1.3 temporarily removed from the insured premises to any other location.

2. Losses as a result of lightning and power surge

to property described in the Schedule:

- 2.1 shall be protected by surge arrestors;
- 2.2 installed on the insured premises on all data lines, power supplies, electronic distribution boards or individual equipment;
- 2.3 installation shall comply with all SANS and similar requirements;
- 2.4 the Insured shall be responsible to pay an additional 10% of claim with a minimum of NAD 2 500 if not complied with 2.1, 2.2 and 2.3 above.

3. Losses as a result of remote blocking

- 3.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.

3.1.1 Cover shall only apply to property that is separately and individually specified in the schedule.

3.1.2 The Insured shall be responsible to pay the First Amount Payable as stated in the policy schedule.

- 3.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists;

PROVIDED THAT:

3.2.1 the police case number is supplied to the Insurer;

3.2.2 cover shall only apply to property that is separately and individually specified in the Schedule;

3.2.3 after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum insured shown on the Schedule or NAD 10 000 in respect of any one event;

3.2.4 the Insured shall be responsible for an additional First Amount Payable of 10% of the claim minimum NAD 1 000.

SPECIFIC EXCEPTIONS

The Company will not be liable to indemnify the Insured irrespective of the original cause in respect of:

1. First amount payable

as stated in the Schedule in respect of Sub-Section A, of each and every event giving rise to a claim. Where more than one item of property insured suffers physical loss or damage in any one event, the first amount payable shall be the highest single amount applicable to such property insured.

2. Derangement

unless accompanied by physical damage otherwise covered by this Section.

3. Maintenance and/or leasing agreement

loss or damage recoverable in terms of any maintenance and/or leasing agreement effected by or on behalf of the Insured covering the insured equipment.

4. Faults or defects

known to the Insured (or their responsible employees) at the time this insurance was arranged or during the currency of the insurance and not disclosed to the Company or any consequences thereof.

5. Wastage

of material or the like or wearing out of any part of the property insured caused by or naturally resulting from ordinary usage or working or other gradual deterioration, development of poor contacts or scratching of painted or polished surfaces of a cosmetic nature.

6. Parts having a short life

such as (but not limited to) batteries, contacts, X-ray tubes, bulbs, cathode-ray tubes, thermionic emission tubes, fuses, and sacrificial buffer circuits. If such parts are damaged as a result of physical loss or damage as provided for by this Sub-Section to other parts of the property insured, the Company shall indemnify the Insured for the residual value prior to the loss of such exchangeable parts.

7. Wear and tear

or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

8. Cleaning process

Its undergoing a process of cleaning, repair, alteration, or restoration.

9. Cost of reproducing

of data and/or programs whether recorded on computer hard-drives, discs, tapes, cards, or otherwise unless specifically provided for in Sub-Section B hereof.

10. Loss of use

of the property or other consequential loss, damage, or liability of whatsoever nature other than losses specifically provided for herein or as a result of its inherent vice or defect, vermin, insects, damp, mildew, or rust.

11. Detention and judicial process

including, confiscation, forfeiture, impounding, attachment or requisition by any lawfully instituted authority or other judicial process or requisition by Customs or other officials.

12. Loss, theft, or disappearance

- 12.1 from the premises of the property insured unless accompanied by visible signs of forcible and violent entry to or exit from the insured premises/situation,

PROVIDED THAT this Exception shall not apply to portable laptops, notebooks/palm-tops as well as all other hand-held electronic equipment individually specified in the Schedule.

- 12.2 while in transit of the property insured by theft accompanied by visible signs of forcible and violent entry to the transporting vehicle during transit or whilst temporarily removed from the insured premises unless identifiable by the Insured with a specific incident which has been immediately reported to the police and the Company,

PROVIDED THAT if the transporting vehicle has been hijacked or involved in a road accident or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver and the property insured is of necessity left unprotected, Specific Exception 12.2 above shall not apply.

- 12.3 from an unattended vehicle;

PROVIDED THAT:

- 12.3.1 the property is concealed in a completely closed and securely locked vehicle; or
- 12.3.2 the vehicle itself was housed in a securely locked building; and
- 12.3.3 entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit.

BASIS OF INDEMNITY

The indemnity by this Sub-Section subject always to the sums insured contained in the Schedule or any specific limit of liability contained in this Sub-Section, shall be as hereinafter provided and as appropriate including dismantling, re- erection, transportation, removal of damaged property insured (but less the value of the remains) and, where applicable, importation duties and value added tax.

1. Partial loss

If the property insured suffers damage that can be repaired, the basis of indemnification shall be the restoration expenses reasonably and necessarily incurred to restore the damaged property to working order;

PROVIDED THAT:

- 1.1 the value of damaged parts which can be used will be deducted;
- 1.2 the costs of any alteration, addition, improvement, or overhaul carried out at the time of repair are not recoverable under this Sub-Section;
- 1.3 if, without the consent of the Company, temporary repairs are carried out by the Insured in the interests of safety or to minimize further loss or damage to the property insured, the cost of such temporary repairs will be borne by the Company. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property insured, any additional costs so incurred or consequence arising therefrom will be for the account of the Insured;
- 1.4 where the damage is restricted to a part or parts of an insured item, the Company shall not be liable for an amount greater than the value for such part or parts which are lost or damaged allowed for within the sum insured.

2. Total loss

In cases where the new property insured is totally lost or destroyed, the basis of indemnification shall be the cost of replacing or reinstating on the same site new property of equal performance and/or capacity or, if this is not possible, its replacement by new property having the nearest equivalent performance and/ or capacity to the property lost or damaged;

PROVIDED THAT:

- 2.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured, subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch, otherwise no payment exceeding the market value of the property insured immediately before the damage shall be made;
- 2.2 until expenditure has been incurred by the Insured in replacing or reinstating the property insured, the Company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
- 2.3 these Conditions shall be without force or effect if:
 - 2.3.1 the Insured fails to intimate to the Company within 6 months of the date upon which the damage occurred (or such further time as the Company may in writing allow) their intention to replace or reinstate the property insured;
 - 2.3.2 the Insured is unable or unwilling to replace or reinstate the property insured on the same or another site;
- 2.4 at the sole option of the Company, following a commercial and technical appraisal by a representative of the Company, the period referred to in the definition of new property may be extended (on an annual basis from renewal date) subject always to such extension of period being admitted by memorandum to this Section.

DEFINITIONS

New Property Insured	Property purchased no more than 7 years (or such extended period as may be approved by the Company in writing) prior to the defined event, it being expressly agreed that in applying this definition upgrades and enhancements will be taken into account in arriving at an indemnifiable amount and the age of the property insured. In respect of property insured not provided for in 2.1 above, the basis of indemnification shall be the market value of the property insured immediately before the loss or damage. At the option of the Company, the property insured shall be regarded as totally destroyed if the repair costs as defined in 1 (Partial Loss) above equal or exceed its market value immediately before the damage.
Market Value	The current day purchase price of second-hand/used property of equal performance and/or capacity to the property lost or damaged and of substantially similar condition. Where no similar property is available, market value shall be calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing: 1. 20% for the first year after the date of purchase; 2. 10% per year for each succeeding year; and subject always to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

AVERAGE

In respect of 1. (Partial loss) and 2. (Total loss) above, if at the time of repair, replacement or reinstatement, the sum representing the cost which would have been incurred in repair, replacement or reinstatement if the whole of the property insured had been lost or damaged exceeds the sum insured thereon at the time of any loss of or damage to such property, the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss or damage accordingly. Each item of this Section (if more than one) to

which these Conditions apply shall be separately subject to this Provision.

LIMIT OF LIABILITY

The amount of liability shall not exceed, in respect of any of the items specified in the Schedule, the sums insured set against such items and, in addition thereto, the following:

1. Architects' and other professional fees

Professional fees necessarily and reasonably incurred in the repair or reinstatement of property following indemnifiable loss or damage,

PROVIDED THAT the amount payable in respect of such fees does not exceed 20% of the total amount of the claim but shall not include expenses incurred in connection with the preparation of the Insured's claim.

2. Clearance costs

Costs necessarily and reasonably incurred by the Insured in respect of demolition or dismantling of property and/ or removal of debris and in providing, erecting, and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction following indemnifiable loss of or damage to such property,

PROVIDED THAT the total amount recoverable does not exceed 20% of the total amount of the claim.

3. Express delivery and overtime

Extra charges for express delivery, airfreight, overtime, Sunday, and holiday rates of wages payable in respect of the necessary and reasonable additional costs incurred by the Insured for effecting repairs or replacement approved by the Company, limited to 50% of the amount which the repair or replacement would have cost had these additional costs not been incurred.

CLAUSES AND EXTENSIONS

1. Tenants

This insurance will not be invalidated by any act or neglect on the part of a tenant of the Insured (where the Insured owns the building) or another tenant or the owner of the building (where the Insured is a tenant),

PROVIDED THAT the Insured notifies the Company as soon as such act or neglect comes to their knowledge and pay on demand the appropriate additional premium.

2. Hire purchase/finance agreements

Where the Company has knowledge of the property insured or any individual item thereof being the subject of a suspensive sale or similar agreement, payment hereunder shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of loss or damage indemnifiable by this Sub-Section of the policy.

3. Software upgrade

If the Company has accepted liability in terms of a claim, the Company will pay in addition to any other amount the reasonable cost to reinstate or upgrade the software installed on the system which is lost or damaged;

PROVIDED THAT:

3.1 the cost towards the replacement or upgrade of the software shall not exceed NAD 5 000;

3.2 the Insured shall be responsible for the first NAD 500 for each and every upgrade or replacement.

SUB-SECTION B – CONSEQUENTIAL LOSS

DEFINED EVENTS

The insurance provided by this Sub-Section (if stated in the Schedule) shall be subject to the limits of indemnity stated in the Schedule and shall include:

1. Increased cost of working

The insurance under this item is limited to the additional expenditure necessarily and reasonably incurred by the Insured during the indemnity period, being 3 months, in consequence of the accident for the sole purpose of avoiding or diminishing the interruption of or interference with the normal business of the Insured, not exceeding NAD 10 000, less any sum saved during the indemnity period in respect of such charges and expenses of the business as may cease or be reduced in consequence of the accident. A time delay (time excess) of 24 hours is applicable from the time of loss;

PROVIDED THAT:

the indemnity for this item shall not apply directly or indirectly to:

- 1.1 the cover provided for in item 2 of this Sub-Section;
- 1.2 the intrinsic value (including reinstatement value) of the property insured by Sub-Section A of this Section.

2. Reinstatement of data/programs

The insurance under this Section is extended to include costs and expenses necessarily and reasonably incurred by the Insured for the reconstitution or recompilation of data and/or programs recorded on or stored in data-carrying media which is lost as a result of accidental erasure or by theft or by the deliberate wilful or wanton intention of causing the cancellation or corruption of data or programs, subject to General Exceptions 1, 3 and 4 and Specific Exceptions 2, 3, 4 and 5 to Sub-Section A of this Section up to a maximum amount of NAD 10 000;

PROVIDED THAT:

- 2.1 the indemnity shall not extend to nor include such costs incurred due to program errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programs;
- 2.2 in respect of each and every event or series of events arising out of or in connection with any one event or cause indemnifiable by this item, the Insured shall bear the first NAD 750 as the first amount payable;
- 2.3 where the Insured elects to insure programs (software), a Schedule of such programs shall be lodged with the Company at the commencement of each period of insurance.

DEFINITIONS

Indemnity period	The period during which the results of the business shall be affected in consequence of the accident beginning with the number of hours/days detailed in the Schedule as the time excess after the occurrence of the accident and ending not later than the expiry of the period detailed in the Schedule as the indemnity period after such occurrence. The time excess shall not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind, or the collapse of buildings.
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Accident (applicable to increase in cost of working only)

Physical loss of or damage to the property insured described in the Schedule from any cause as provided for under Sub-Section A of this Section, liability under which Sub-Section shall, except for the provisions relating to the first amount payable or the maintenance/lease agreements, be a condition precedent to liability hereunder.

Failure of the public supply of electricity at the terminal ends of the service feeders in the premises from any accidental cause other than:

1. the deliberate act of the Insured or any supply authority;
2. drought or shortage of fuel at any electricity utility.

Special conditions applicable to failure of the public supply of electricity:

- a) the liability of the Company shall not exceed the sum insured by this Sub-Section;
- b) the indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure.

LIMIT OF LIABILITY

The liability of the Company shall not exceed the amounts specified in the Schedule (relating to Sub-Section B) in respect of any one accident or series of accidents arising out of or in connection with any one event.

In the event of the payment by the Company of any sum(s) in discharge of the Company's liability in terms of this Sub-Section, the sum(s) insured shall automatically be reinstated for the remainder of the current period of insurance.

The Insured shall pay to the Company the additional premium required by the Company calculated pro-rata from the day of the accident to the end of the period of insurance.

SPECIFIC EXCEPTIONS

Unless specifically provided for:

1. Fines and penalties

The Company shall not be liable to indemnify the Insured in respect of fines or penalties for breach of contract for late or non-completion of orders or any penalties of whatsoever nature.

2. Loss of profit

The Company shall not be liable to indemnify the Insured in respect of loss of profit or consequential loss of whatsoever nature unless specifically provided for herein.

CLAUSES AND EXTENSIONS

Reinstatement

Notwithstanding anything to the contrary contained in this Sub-Section, it is hereby declared and agreed that, in the event of any interruption, following loss or damage, being aggravated by:

1. the Insured being unable or unwilling to replace or reinstate property destroyed or damaged, or failing to carry out such replacement or reinstatement within a reasonable time; or
2. addition, alteration, or improvements being affected to the property insured on the occasion of its repair, the Company's liability under this Section shall be related solely to the business interruption which would have arisen in the absence of 1. and 2.

GENERAL MEMORANDA (APPLICABLE TO ALL SUB-SECTIONS)

Memo 1: Capital additions and currency fluctuations

The indemnity by this Section shall include:

1. additional equipment or programs purchased by the Insured of a similar nature to that specified in the Schedule,

PROVIDED THAT, in respect of loss or damage due to electrical, mechanical, or electronic breakdown or explosion, the insurance shall only commence after satisfactory completion of installation or commissioning/testing and put into use at the Insured's premises.
2. provision for devaluation or revaluation of the currency of the Republic of Namibia against that of the country of origin of the property insured and other inflationary trends, which may result in the escalation of the sum insured (representing the installed new replacement value) of the property insured,

PROVIDED THAT the increase shall not exceed by more than 25%, the total sum insured for Sub-Section A specified in the Schedule, it being agreed that the Insured will advise the Company of such alterations after the expiry of each period of insurance and pay the appropriate premium thereon but not exceeding 50% of the difference.

Memo 2: Prevention of access

If, during the indemnity period, the business at the premises be interrupted or interfered with in consequence of the Insured being prevented from having access to the property insured situated at the premises caused by damage to property within a 25 km radius of the Insured premises as described in the Schedule by fire, lightning, explosion, storm, tempest, flood, water inundation, earthquake or impact by vehicles, the Company shall indemnify the Insured for loss resulting from such interruption or interference in accordance with the provisions contained herein;

PROVIDED THAT:

1. the Insured is not entitled to indemnity as provided for in this Extension under any other policy or Section of this Policy;
2. this Section shall not be brought into contribution with any other policy or Section of this Policy bearing a like extension.

Memo 3: Territorial limits

The territorial limits for electronic equipment temporarily located outside the insured premises is limited to the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique;

But in respect of laptops, notebooks/palm-top computers as well as all other hand-held electronic equipment temporarily located outside the premises specified in this Policy, the cover shall be deemed to be worldwide.

SPECIFIC EXCEPTION (APPLICABLE TO ALL SUB-SECTIONS)

Viruses, Trojans, and worms

The Company shall not indemnify the Insured for loss or damage of whatsoever nature arising directly or indirectly of or in connection with the action of any computer virus, Trojan, or worm(s) or other similar destructive media.

OPTIONAL EXTENSIONS

1. Incompatibility cover (if stated in the Schedule to be included)

Notwithstanding anything contained to the contrary in the Policy, the indemnity by Sub-Sections A and B of this Section shall indemnify the Insured for costs incurred in respect of:

- 1.1 modifications or alterations to the property insured directly consequent upon indemnifiable loss or damage to ensure the operating integrity of the electronic system;
- 1.2 replacement or upgrading of legal programs to achieve compatibility with the modified or altered electronic system;
- 1.3 the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the electronic system or in consequence of the replacement or upgrading of legal programs;

PROVIDED THAT:

- a) the costs provided for in 1.1, 1.2 and 1.3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
- b) such additional costs shall be incurred as a direct consequence of indemnifiable loss or damage in terms of Sub- Sections A or B (Defined Event 2) of this Section;
- c) the cover afforded hereunder shall be restricted to:
 - (i) parts or components of the electronic system which are not indemnifiable under Sub-Section A hereof;
 - (ii) programs or data reinstated not indemnifiable under Defined Event 2 of Sub-Section B hereof;
- d) the indemnity by this extension shall, in respect of any one event, be limited in the aggregate to 20% of the applicable total sum insured under Sub-Section A (the limit of indemnity) and Sub-Section B (Defined Event 2) or NAD 50 000, whichever is the lesser.

2. Telecommunication access lines (if stated in the Schedule to be included)

Subject to the limits specified in the Schedule, consequential loss as provided for under defined events 1 and 2 of Sub- Section B arising from accidental failure of the telecommunication access lines is included;

PROVIDED THAT:

- 2.1 the liability of the Company shall not exceed the sum insured by this Sub-Section;
- 2.2 the indemnity period shall commence 12 hours after the failure and end not later than 30 days after such failure;
- 2.3 the insurance provided does not cover loss occasioned by the deliberate act of any telecommunication authority or by the exercise of such telecommunication authority of its power to withhold or restrict access to its lines.

3. Additional increased cost of working (if stated in the Schedule to be included)

The amount stated under Sub-Section B – Consequential Loss Defined Events 1 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

4. Additional reinstatement of data/programs (if stated in the Schedule to be included)

The amount stated under Sub-Section B – Consequential Loss Defined Events 2 is increased to the amount stated in the Schedule for which an agreed premium is paid by the Insured.

5. Riot and strike (if stated in the Schedule to be included)

Subject otherwise to the Terms, Conditions, Exclusions, Exceptions and Warranties contained therein, this Section is extended to cover damage directly occasioned by or through or in consequence of:

- 5.1 civil commotion, labour disturbances, riot, strike, or lockout;
- 5.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

PROVIDED THAT this Extension does not cover:

- a) loss or damage occurring in the Republic of Namibia and South Africa;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering, or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in General Exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of Provision a, b, c, d, or e above, loss or damage is not covered by this Section, the burden of proving the contrary shall rest on the Insured.

SECTION 17 - MACHINERY BREAKDOWN

DEFINED EVENTS

Any unforeseen and sudden physical damage to the machinery described in the Schedule from any cause not excluded whilst it is:

1. at work or at rest;
2. being dismantled for the purpose of cleaning, inspection and overhaul or removal to another position or in the course of these operations themselves or subsequent re-erection within the Insured's premises.

BASIS OF INDEMNITY

Irrespective of the original cause the amount payable by the Company shall be determined by:

1. Sum insured

It is expressly agreed between the Insured and the Company that at all times the sum insured for each item of machinery shall be the new replacement value including freight dues, customs duties and erection costs.

2. Average

If the sum insured on any item of machinery at the time of the loss is less than the new replacement value including freight dues, customs duties and erection costs, the Insured shall be considered to be his own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

3. Partial damage

Where the machinery can be repaired the Company will pay the reasonable costs of restoring it to working order based on the customary rates of wages in the district and normal freight and erection costs and customs duties.

4. Total loss

If the cost of repairs as described in '1' above equals or exceeds the actual value of the machinery immediately before the occurrence such machinery shall be regarded as a total loss and the Company will pay the actual value of the machinery immediately before the occurrence which shall be calculated as the new replacement value.

5. Repair, reinstate or replace

The Company may at its option repair, reinstate or replace any damaged machinery or pay the amount of the damage in cash.

SPECIFIC EXCEPTIONS

The Company will not be liable to pay for:

1. the amount specified in the Schedule as the First Amount Payable by the Insured for each and every occurrence;
2. damage due to:
 - 2.1. fire, extinguishing of a fire, direct lightning strikes, explosion;
 - 2.2. theft, collapse of buildings, impact by animals, vehicles, aircraft, other aerial devices, or objects dropped therefrom, sonic shock waves;

- 2.3. water that escapes from water containing apparatus including leakage or discharge from any sprinkler or drencher system;
- 2.4. subsidence, landslide, storm, flood inundation, hail, snow, earthquake, volcanic eruption or other convulsions of nature or any subsequent dismantling;
3. wastage of material or wearing away or wearing out of any part of the machinery caused by or naturally resulting from ordinary usage or working or other gradual deterioration;
4. temporary repairs and any consequences arising therefrom unless the Company has authorised the temporary repairs;
5. expendable parts and tools such as (but not limited to) bits, cutters, knives, saws, blades, dies, patterns, rollers, sieves, chains, belts, ropes, conveyor bands, jointing and packing material. If these parts or tools are damaged as a result of an accident to other parts of the machinery insured, as provided for by this insurance, the Company shall indemnify the Insured for the residual value of such parts or tools;
6. extra charges for express delivery, overtime, Sunday, and holiday rates of wages unless specially provided for herein;
7. costs of any alterations, additions improvements and overhauls carried out on the occasion of a repair;
8. damage resulting from experiments, overloads or tests requiring the imposition of abnormal conditions or from misapplication of tools;
9. the value of damaged parts that can be used in any way whatsoever;
10. the cost of repairing or replacing any foundations, masonry or refractories unless specifically mentioned in the Schedule;
11. damage due to defects or errors already existing at commencement of this insurance and which were known or should have been known to the Insured.

SPECIFIC CONDITIONS

1. Access

The Insured shall allow the authorised representatives of the Company to examine the Insured machinery at any reasonable time. If during the inspection any new facts of a nature likely to render the risk more than usually hazardous are observed the Insured must at the request of the Company restore the risk to normal within a reasonable time failing which the Company may suspend cover in whole or in part until the risk is restored to normal.

2. Alterations to working conditions

Notice of any intended alteration to or departure from normal working conditions which would affect the risk of damage to the machinery specified in the Schedule must be given to the Company. If the Company cannot approve the alteration or departure from normal working conditions the Company may cancel the insurance in respect of the machinery concerned, making an appropriate return of premium.

3. Claims

On the happening of an event giving rise or likely to give rise to a claim the Insured:

3.1 shall exercise all means in his power to salvage the insured items and ensure their preservation;

3.2 may proceed with the repair of the machinery;

PROVIDED THAT:

3.2.1 the Insured complies with 3.1 above;

3.2.2 the carrying out of the repair is without prejudice to any question of liability;

3.2.3 any damaged part requiring replacement is kept for inspection by the Company.

SPECIAL MEMORANDA

Memo 1: Maintenance

The machinery described in the Schedule of this Section shall be subject to regular and adequate maintenance processes undertaken by suitably qualified members of the Insured's own staff or in terms of a maintenance contract with specialist maintenance engineers.

Memo 2: Switchgear of refrigeration machinery

The controlling switchgear of the refrigeration machinery described in the Schedule of this Section shall incorporate apparatus for automatic restarting following a failure of the public supply of electricity.

SECTION 18 - BUSINESS INTERRUPTION | MACHINERY BREAKDOWN

DEFINED EVENTS

Accident to machinery specified in the Schedule under the Machinery Breakdown Section and used by the Insured at the premises for the purpose of the business resulting in interruption or interference with the business,

PROVIDED THAT payment shall have been made or liability admitted for accident under the Machinery Breakdown Section except in so far as a Provision may operate to exclude losses below a specified amount.

SPECIFIC CONDITIONS

1. The insurance under this Section shall cease if the business is wound up or carried on by a liquidator or judicial manager or is permanently discontinued, except with the written agreement of the Company.
2. On the happening of any damage in consequence of which a claim may be made under this Section, the Insured shall, in addition to complying with General Conditions 7 and 8, with due diligence do and concur in doing and permit to be done all things which may be reasonably practicable to minimise or check any interruption of or interference with the business or to avoid or diminish the loss, and in the event of a claim being made under this Section shall, not later than 30 days after the expiry of the indemnity period, or within such further time as the Company may in writing allow, at their own expense deliver to the Company in writing a statement setting forth particulars of the claim together with details of all other insurance covering the loss or any part of it or consequential loss of any kind resulting therefrom.

No claim under this Section shall be payable unless the terms of this Specific Condition have been complied with and, in the event of non-compliance therewith in any respect, any payment on account of the claim already made shall be repaid to the Company forthwith.

3. Any item of machinery insured by this Section against which the word 'Standby' appears in the Schedule shall be maintained as standby available for immediate use in the event of the failure of the machinery to which it is standby. Should the standby position change, the Insured shall give notice as soon as possible to the Company and pay the applicable additional premium, calculated from the date that the item of machinery ceased to be standby.

SPECIFIC EXCEPTIONS

This Section does not cover any loss or claim resulting from interruption of or interference with the business directly or indirectly attributable to any of the following causes:

1. shortage, destruction, deterioration of or damage to raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the Schedule of this Section;
2. any restrictions on reconstruction or operation imposed by any public authority;
3. the Insured not having at their disposal in good time sufficient capital for repairing or replacing destroyed or damaged machinery;
4. loss of business due to causes such as suspension, lapse or cancellation of a lease, licence, order, etc., that occurs after the date when the machinery and plant affected by an accident is again in operating condition and the business could have been resumed if the aforesaid lease, licence, order, etc., had not been suspended, lapsed, or cancelled;
5. the Company will not be liable for loss resulting from interruption or interference with the business due to additions, alterations or improvements being affected to the damaged item(s) on the occasion of its repair.

MEMORANDUM

If, during the indemnity period, goods shall be sold or services shall be rendered elsewhere than at the premises for the benefit of the business either by the Insured or by others on their behalf, the money paid or payable in respect of such sales or services shall be brought into account in arriving at the turnover or revenue, during the indemnity period.

DEFINITIONS

Indemnity period	The period beginning with the commencement of the damage and ending not later than the number of months thereafter stated in the Schedule during which the results of the business shall be affected in consequence of the Damage.
Time excess	The period stated in the Schedule.
Turnover	The money paid or payable to the Insured for goods sold and delivered and for services rendered in the course of the business at the premises.
Revenue	The money paid or payable to the Insured for goods sold and for services rendered in the course of the business at the premises.
Gross profit (difference basis)	The amount of the opening and closing stocks shall be arrived at in accordance with the Insured's normal accountancy methods, due provision being made for depreciation.
Gross profit (specified standing charges basis)	The sum produced by adding to the net profit the amount of the insured standing charges or if there is no net profit the amount of the insured standing charges less such a proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.
Uninsured costs	As specified in the Schedule.
Net profit	The net trading profit (exclusive of all capital receipts and accretions and all outlay property chargeable to capital) resulting from the business of the Insured at the premises after due provision has been made for all standing and other charges including depreciation but before the deduction of any taxation chargeable on profits.
Standing charges	As specified in the Schedule.
Accident	Unforeseen and sudden physical damage to the machinery described in the Schedule for this Section from any cause provided for by the Machinery Breakdown Section.
Shortage in turnover	The amount by which the turnover during the specified portion of the indemnity period shall in consequence of the accident fall short of that part of the standard turnover to which it relates.
The premises	All premises owned, used, or occupied by the Insured for the purposes of the business.

Rate of gross profit	The rate of gross profit to turnover during the financial year immediately before the date of the damage	to which such adjustments will be made as may be necessary to provide for the trend of the business and for variations in or other circumstances affecting the business either before or after the accident or that would have affected the business so that the figure thus adjusted will represent as nearly as may be reasonably practicable the results that but for the accident would have been after the accident
Annual turnover	as may be necessary to provide for the trend of the business and for variations the turnover during the 12 months immediately before the date of the damage	
Standard turnover	The turnover during the period corresponding with the indemnity period in the 12 months immediately before the date of the accident	

BASIS OF LOSS SETTLEMENT

ITEM 1 GROSS PROFIT - DIFFERENCE BASIS

The insurance under this item is limited to loss of gross profit due to:

- a) reduction in turnover; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the Damage, fall short of the standard turnover;

- b) in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage. This amount shall exceed the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided as calculated above.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the Damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

ITEM 1 GROSS PROFIT - ADDITIONS BASIS

The insurance under this item is limited to loss of gross profit due to:

- a) reduction in turnover; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of reduction in turnover

the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover;

- b) in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the Insured standing charges as may cease or be reduced in consequence of the Damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover where the maximum indemnity period exceeds 12 months.

Memorandum

If any standing charges of the business are not Insured under this Section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account which the sum of the net profit and the Insured standing charges bears to the sum of the net profit and all the standing charges.

ITEM 2 REVENUE

The insurance under this item is limited to:

- a) loss of revenue; and
- b) increase in cost of working

and the amount payable as indemnity hereunder shall be:

- a) in respect of loss of revenue

the amount by which the revenue during the indemnity period shall, in consequence of the Damage, fall short of the standard revenue;

- b) in respect of increase in cost of working

the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the Damage, but not exceeding the amount of loss of revenue thereby avoided.

The amount calculated above must be reduced by any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of revenue as may cease or be reduced in consequence of the Damage,

PROVIDED THAT the amount payable shall be proportionately reduced if the sum Insured in respect of revenue is less than the annual revenue where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue where the maximum indemnity period exceeds 12 months.

CLAUSES AND EXTENSIONS

1. Accountant/Auditor

Any particulars or details contained in the Insured's books of account or other business books or documents

which may be required by the Company under this Section, for the purpose of investigating or verifying any claims under this insurance may be produced and certified by the Insured's own accountants and/or auditors and their certificate will be prima facie evidence of the particulars and details to which such certificate relates.

2. Accumulation of stocks

In adjusting any loss account will be taken and an equitable allowance made if any shortage in turnover due to the accident is postponed by reason of the turnover being temporarily maintained from accumulated stocks.

3. Departments/Branches

If the business is conducted in departments/branches the independent trading results of which are ascertainable the Provisions of paragraphs 1, 2 and 3 above will apply separately to each department/branch whose results are affected by the accident,

PROVIDED THAT if the respective sums insured are less than the aggregate of the sums produced by applying the rate of Gross profit, Revenue, or the rate of Wages (as the case may be) for each department/branch of the business (whether its results are affected by the accident or not) to the relative annual turnover thereof (proportionately increased where the indemnity period exceeds 12 months) the amount payable will be proportionately reduced.

4. Deposit premium

In consideration of the premium for item 1 of the Schedule being provisional because they are calculated on 75% of the sum(s) insured thereby the premium is subject to adjustment on expiry of each period of insurance as follows:

If the Gross profit or Revenue earned or Wages paid (proportionately increased if the indemnity period exceeds 12 months) during the financial year most nearly concurrent with any period of insurance is less or greater than 75% of the sum insured thereon, a pro-rata return or additional premium not exceeding 33.3% of the provisional premium paid for such period of insurance will be made for the difference.

5. New business

For the purpose of assessing any loss sustained as the result of an accident occurring before the completion of the first year's trading the terms 'rate of gross profit', 'annual turnover', 'standard turnover', 'annual revenue' and 'standard revenue' shall bear the following meanings:

5.1 Rate of gross profit

The rate of gross profit earned on the turnover during the 3 months immediately before the date of the accident.

5.2 Annual turnover

Twelve times the average monthly turnover for the 3 months immediately before the date of the accident.

5.3 Standard turnover

The turnover which would have been achieved during the indemnity period if the average turnover during the 3 months immediately before the date of the accident had been maintained.

5.4 Annual revenue

The average revenue earned during the 3 months immediately before the date of the accident.

5.5 Standard revenue

The revenue which would have been earned during the indemnity period if the average revenue during the 3 months immediately before the date of the accident had been maintained.

6. Overhauls

If during a period of 6 months immediately following the recommissioning of the machinery and plant after the damage the Insured derives benefit from deferred sales or from increased production and/or profits as a consequence of an interruption of or interference with the business, such benefits shall be taken into account in determining the amount payable as indemnity under this Section.

7. Salvage sale

If the Insured holds a salvage sale during the indemnity period clause a) of Item 1 (Gross profit) shall, for the purposes of such claim, read as follows:

"In respect of reduction in turnover the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period (less the turnover for the period of the salvage sale) shall, in consequence of the Damage, fall short of the standard turnover, from which sum shall be deducted the gross profit actually earned during the period of the salvage sale."

8. Premium rebate

If the gross profit and/or revenue earned (all proportionately increased if the indemnity period exceeds 12 months) during the financial year most nearly concurrent with any period of insurance is less than the respective sums insured thereon a pro-rata return of premium not exceeding 50% of the premium paid on such sums insured for such period of insurance will be made for the difference,

PROVIDED THAT if any claim shall have arisen under these items such return will be made in respect only of so much of the difference as is not due to such claim.

SECTION 19 - DETERIORATION OF STOCK | MACHINERY BREAKDOWN

DEFINED EVENTS

This insurance is in respect of:

1. fortuitous damage to the products insured being the value of the insured products affected as a direct consequence of the accident but not exceeding the limit of indemnity stated in the Schedule;
2. increase in the cost of working being the additional expenditure necessarily and reasonably incurred as a direct consequence of the accident (including costs incurred in obtaining alternative storage facilities for the insured products) wholly and exclusively incurred for the purpose of preventing or minimising damage to the insured products but not exceeding the amount that would otherwise have been indemnifiable under 1. above and the Company will not be responsible to more than NAD 50 000, any one event or the amount stated in the Schedule;

PROVIDED THAT:

- 2.1 other than in the case of the accidental escape of refrigerant, accident shall cause a fluctuation in temperature in the cold room(s);
- 2.2 the Company shall have the benefit of any saving in expenditure as a result of the accident.

DEFINITIONS

Accident	1. Unforeseen and sudden physical damage to the machinery described in the Schedule under the Machinery Breakdown Section from any cause provided for by the Machinery Breakdown Section. 2. Failure of the public supply of electricity at the terminal ends of the supply authority's service feeders in the Insured's premises from any accidental cause other than: 2.1 the deliberate act of the Insured or any supply authority; 2.2 drought or shortage of fuel at any power station. 3. Damage to the insured products contained in the insured cold room(s) caused as a direct result of the accidental escape of refrigerant following unforeseen and sudden physical damage to the refrigeration machinery described in the Schedule under the Machinery Breakdown Section.
Cold room	Is extended to include refrigeration chamber.
Damage	1. Insured products: destruction or impairment in value of the insured products by deterioration or contamination or putrefaction or spoilage. 2. Insured cold room(s): contamination by refrigerant necessitating the evacuation of the cold room(s).
Value	1. The actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident; or 2. the actual purchase price paid by the Insured to their supplier for the insured products or that part thereof affected by accident including the processing costs of such insured products prior to being placed in the cold room(s); or 3. the selling price of the insured products or that part thereof affected by accident in respect of insured cold room(s).

SPECIFIC EXCEPTIONS

The Company shall not indemnify the Insured in respect of:

1. the First Amount Payable stated in the Schedule;
2. damage to the insured products and/or cold room(s) caused by bruising, rodents, pests or natural deterioration, disease, or vice;
3. damage to insured products not contained in insured cold room(s) at the time of such damage;
4. consequential loss, damage or liability arising out of the damage to the insured products and/or cold room(s).

SPECIAL MEMORANDA

Memo 1

In the event of damage to the insured products:

1. where such damage necessitates destruction of the insured products a certificate of condemnation must be obtained by the Insured from the appropriate local authority for such goods to be destroyed;
2. in cases where damage is alleged to have impaired the value of the insured products reasonable proof of impairment of value must be submitted by the Insured in respect of such insured products;
3. where the insured has incurred an increase in the cost of working so as to prevent or minimise damage to the Insured products reasonable proof of the necessity for incurring such costs must be furnished by the Insured.

SECTION 20 - LIVESTOCK AND GAME

SUB-SECTION A – COMPREHENSIVE INSURANCE

DEFINED EVENTS

Death of the insured animal as specified in the Schedule, by accident, illness, or disease occurring during the period of insurance.

LIMIT OF INDEMNITY

The limit of indemnity for each insured animal stated in the Schedule shall be the maximum amount payable by the Company.

BASIS OF INDEMNITY

The basis of indemnity per Insured animal will be the reasonable market- or replacement value of a similar animal plus the actual cost of relocating the animal to the Insured's premises,

PROVIDED THAT relocation cost shall not exceed 10% of the reasonable market- or replacement value of the animal.

SPECIFIC EXCLUSIONS

The Company will not be liable for:

1. claims as a result of theft or any attempt thereat or from straying;
2. poaching or any attempt thereat;
3. more than 65% of the value of the insured animal in respect of claims arising from accidental bloating, plant poisoning or poisoning arising from feeding and/or watering and/or dipping;
4. death caused directly or indirectly by:
 - 4.1 the failure to comply with inoculation or identification of the insured animal as prescribed in terms of the Veterinary and Veterinary Para-Professions Act 1 of 2013, the Animal Health Act 1 of 2011, the Animal Identification Regulations No 29 of 2009, the Stock Brand Act 24 of 1995 and any other relevant legislation and/or regulations as amended from time to time ;
 - 4.2 the administration of any medication unless by a qualified veterinary surgeon or an experienced person directed by him. The qualified veterinary surgeon must have certified that such medication was administered as a prophylactic or was necessary due to an accident, disease, or illness. For the purpose of this specific exclusion the term medication shall include any drug, hormone, vitamin, protein, or any other substance other than unadulterated food or drink;
 - 4.3 starvation or malnutrition;
 - 4.4 trampling or suffocation due to overloading of any vehicle which is being used to transport the insured animal(s);
 - 4.5 Redwater fever;
 - 4.6 Heartwater fever;
 - 4.7 Gall sickness;
 - 4.8 Pulpy kidney disease;
 - 4.9 Bluetongue disease;
 - 4.10 Foot and Mouth disease;
 - 4.11 Bovine Malignant Catarrhal Fever (Snotsiekte);
 - 4.12 Anthrax;

- 4.13 Rabies;
- 4.14 Corridor Disease;
- 4.15 Sponssiekte;
- 4.16 Brucellosis disease.

SPECIFIC CONDITION

1 Acceptance of cover

The insurance provided in this Section in subject to the following conditions being met prior to inception of cover:

- 1.1 the insured animal must be uniquely identifiable by either an approved tag or microchip;
- 1.2 a completed Certificate of Health, issued by a qualified veterinary surgeon, must be obtained and submitted to the Company.

TERRITORIAL LIMITS

Cover is limited to the Republic of Namibia.

EXTENSIONS

1 Veterinary treatment (injury caused by fire only)

The insurance under this Sub Section includes the reasonable costs incurred by the insured for veterinary treatment as a result of injury caused by fire sustained by any insured animal under this Section;

PROVIDED THAT:

- 1.1 it is economical to seek veterinary treatment;
- 1.2 the veterinary treatment is conducted by a qualified veterinary surgeon and is certified by him to have been necessitated solely by injury caused by fire and was carried out in an attempt to preserve the insured animal's life;
- 1.3 the Company's liability shall not exceed 20% of the amount at risk for the treated animal at the time of the occurrence or NAD 5 000, whichever is the lesser per any one occurrence per treated animal;
- 1.4 should the injury result in death of the insured animal or in the case where the insured animal is suffering so extensively that a qualified veterinary surgeon certified that immediate destruction is imperative for humane reasons, after an attempt to preserve the animal's life, the amount payable under this Extension shall be deducted from the amount payable for the loss resulting in death or destruction of the animal.

2 Recovery of insured animals following a veld fire at the Insured premises

The insurance under this Sub Section includes the reasonable costs incurred by the Insured for the recovery of insured animals following a veld fire at the Insured premises where such fire threatened the life of the insured animals;

PROVIDED THAT:

- 2.1 the Insured had to cut perimeter fences and/or open perimeter gates to safeguard or preserve the lives of the insured animals;
- 2.2 the Company's liability shall not exceed 20% of the reasonable market- or replacement value of the insured animals or NAD 5 000, whichever is the lesser per any one occurrence per insured animal;
- 2.3 the total benefit payable under this Extension is limited to a maximum of NAD 100 000 any occurrence and in the annual aggregate.
- 2.4 this benefit shall apply to insured animals successfully recovered.

OPTIONAL EXTENSIONS

1. Bluetongue (if stated in the Schedule to be included)

Specific Exception 4.9 is deleted,

PROVIDED THAT the insured animal has been inoculated against bluetongue not more than 12 months prior to its death and that the serum used was correctly stored and used in accordance with the directions of use.

Evidence of such inoculation shall be supplied to the Company before the Company admits any claim and shall be in the form of either a certificate from a qualified veterinary surgeon or, where the Insured administered the inoculation, a certificate signed by the Insured and witnessed by a neighbouring farmer who shall also have witnessed the administration of the inoculation.

2. Theft (if stated in the Schedule to be included)

This extension is only available in respect of cattle.

Notwithstanding Specific Exception 1 under Sub-section A this policy is extended to include theft or attempted theft of the insured animal;

PROVIDED THAT, in the event of a claim the Insured must:

- 2.1 immediately inform the police; and
- 2.2 report the theft to the Company within 14 days thereof; and
- 2.3 take whatever steps are necessary to assist in the recovery of such insured animal; and
- 2.4 supply the police reference number in the claim form.

The Insured shall be responsible for the first 25% of the claim in respect of each and every event.

3. Poaching (if stated in the Schedule to be included)

This extension is only available in respect of rhinos.

Notwithstanding Specific Exception 2 under Sub-section A, this policy is extended to include poaching or attempted poaching of the insured animal;

PROVIDED THAT:

- 3.1 inception of cover is subject to satisfactory risk audit by the Company;
- 3.2 cover is subject to a waiting period of 6 months;
- 3.3 in the event of a claim, the Insured must:
 - 3.3.1 immediately inform the police and all relevant authorities as prescribed by the applicable legislation; and
 - 3.3.2 obtain the assistance of a qualified veterinary surgeon to verify the identity of the animal; and
 - 3.3.3 report the incident to the Company within 14 days thereof; and
 - 3.3.4 take whatever steps are necessary to assist in the recovery of such animal;
- 3.4 The Insured shall be responsible for the first 25% of the claim in respect of each and every event.

SUB-SECTION B – LIMITED INSURANCE

DEFINED EVENTS

Death of the insured animal caused by fire, lightning, or explosion at the premises stated in the Schedule.

LIMIT OF INDEMNITY

The limit of indemnity stated in the Schedule shall be the maximum amount payable by the Company.

BASIS OF INDEMNITY

The basis of indemnity per insured animal will be the reasonable market or replacement value of a similar single animal plus the actual cost of relocating the animal(s) to the Insured's premises;

PROVIDED THAT:

1. relocation cost shall not exceed 10% of the reasonable market- or replacement value of the insured animal(s);
2. if at the time of any loss of the insured animal(s) it is found that the number of animals owned by the Insured is higher than the number of animals insured, then the Insured shall be considered as being his own insurer for the difference and shall bear a rateable portion of each and every loss. Every item, if more than one, shall be separately subject to this condition.

SPECIFIC EXCLUSION

The Company will not be liable for claims in connection with or arising from any transit of the insured animal(s) or as a result of panic, whether or not such panic is a direct result of fire, lightning, or explosion.

SPECIFIC CONDITION (specified animals only)

Acceptance of cover

The insurance provided for a specified animal is subject to the Insured animal being uniquely identifiable by either an approved tag or microchip.

TERRITORIAL LIMITS

Cover is limited to the Republic of Namibia.

EXTENSIONS

1. Veterinary treatment (injury caused by fire only)

The insurance under this Sub Section includes the reasonable costs incurred by the insured for veterinary treatment as a result of injury caused by fire sustained by any insured animal under this Section;

PROVIDED THAT:

- 1.1 it is economical to seek veterinary treatment;
- 1.2 the veterinary treatment is conducted by a qualified veterinary surgeon and is certified by him to have been necessitated solely by injury caused by fire and was carried out in an attempt to preserve the insured animal's life;
- 1.3 the Company's liability shall not exceed 20% of the amount at risk for the treated animal at the time of the occurrence or NAD 5 000, whichever is the lesser per any one occurrence per treated animal;
- 1.4 should the injury result in death of the insured animal or in the case where the insured animal is suffering so extensively that a qualified veterinary surgeon certified that immediate destruction is imperative for humane reasons, after an attempt to preserve the animal's life, the amount payable under this Extension shall be deducted from the amount payable for the loss resulting in death or destruction of the animal.

2 Recovery of insured animals following a veld fire at the Insured premises

The insurance under this Sub Section includes the reasonable costs incurred by the Insured for the recovery of insured animals following a veld fire at the Insured premises where such fire threatened the life of the insured animals;

PROVIDED THAT:

- 2.1 the Insured had to cut perimeter fences and/or open perimeter gates to safeguard or preserve the lives of the insured animals;
- 2.2 the Company's liability shall not exceed 20% of the reasonable market- or replacement value of the insured animals or NAD 5 000, whichever is the lesser per any one occurrence per insured animal;
- 2.3 the total benefit payable under this Extension is limited to a maximum of NAD 100 000 any occurrence and in the annual aggregate.
- 2.4 this benefit shall apply to insured animals successfully recovered.

OPTIONAL EXTENSIONS

These extensions do not apply to game.

1 Extended perils (if stated in the Schedule to be included)

Death of the insured animal caused by storm, wind, water, hail, or snow including hypothermia directly caused by aforementioned perils,

PROVIDED THAT no cover will be applicable in terms of this Extension within the first 7 days after inception of such cover.

2 Additional perils (if stated in the Schedule to be included)

Death of the insured animal caused by:

- 2.1 external violent and visible accident excluding death caused by attacks from wild animals and dogs;
- 2.2 foreign objects accidentally consumed by the insured animal;
- 2.3 accidental poisoning or bloating;

PROVIDED THAT the Company will not be liable for more than 65% of any claim.

SUB-SECTION C – ANNUAL TRANSIT INSURANCE FOR LIVESTOCK (excluding Game)

DEFINED EVENTS

1 All Risks Cover

Death or loss of the insured animals by any accident while being transported within the Territorial Limits;

PROVIDED THAT:

- 1.1 animals are kept in a fully ventilated area at all times;
- 1.2 animals are unloaded as soon as possible after arrival;
- 1.3 appropriate shelter from heat, wind and cold is provided during transport. Animals must be protected from climatic extremes, particularly combinations of cold, wind, rain and have shade from direct sunlight;
- 1.4 animals are to be inspected within 30 minutes of departure by either the driver or attendant and then at least every 2 hours throughout the journey.

2 Restricted Cover

- 2.1 Fire, explosion, collision, derailment, and overturning (if stated in the schedule to apply)

The insurance under this section is limited to death of the insured animal(s) while being transported

within the Territorial Limits resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

- 2.2 Fire, explosion, collision, derailment, overturning, and theft following (if stated in the schedule to apply)

The insurance under this section is limited to death or loss of the insured animal(s) while being transported within the Territorial Limits resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule;

AND theft following thereon.

- 2.3 Fire, explosion, collision, derailment, overturning, theft following and hijacking (if stated in the schedule to apply)

The insurance under this section is limited to death or loss of the insured animal(s) while being transported within the Territorial Limits resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule;

AND theft following thereon;

AND hijacking of the means of conveyance described in the schedule.

LIMIT OF INDEMNITY

The limit of indemnity stated in the Schedule shall be the maximum amount payable by the Company.

BASIS OF INDEMNITY

The basis of indemnity per insured animal will be the reasonable market- or replacement value of a similar animal plus the actual transportation cost incurred by the Insured,

PROVIDED THAT transportation cost shall not exceed 10% of the reasonable market- or replacement value of the animal.

SPECIFIC EXCLUSIONS

The Company will not pay for claims for death of the insured animal(s) as a result of:

1. fire, lightning, or explosion unless during the actual course of transit;
2. inoculation, castration, docking or surgical operation or parturition or its consequences or pregnancy;
3. jumping;
4. straying unless the animal is insured on All Risks basis under Sub-Section C;
5. trampling or suffocation due to overloading of any vehicle which is being used to transport the insured animal(s);

and/or

6. where the animal is under the age of 6 months.

SPECIFIC CONDITIONS

The insurance provided in this Sub Section is subject to the following:

1. death must occur within 24 hours of such transport;
2. where transportation is interrupted due to any accident or injury, the transporter must ensure that the insured animal(s) are cared for in a way that does not prejudice the liability of the Company;
3. the driver must be in possession of a valid professional authorization (PA) and the driver's license must be free of any endorsement(s);

4. the vehicle used must be suitable and appropriate for transportation of the specific type of animals;
5. different livestock species may not be penned together during transport at any time.

TERRITORIAL LIMITS

Cover is limited to the Republic of Namibia, South Africa, and Botswana.

OPTIONAL EXTENSION

Loading and unloading of the Insured animal (if stated in the schedule to be included)

Cover is extended to include death of the insured animal(s) caused by external violent and visible accident during loading or unloading. Cover commences from the point of loading the animal(s) into the vehicle/crate used for the transportation via road, air or sea, with cover ceasing at the point of step off.

SPECIFIC EXCEPTIONS – APPLICABLE TO ALL SUB SECTIONS

The Company will not pay for:

1. any surgical operations unless conducted by a qualified veterinary surgeon and certified by him to have been necessary due solely to an accident, disease, or illness and that such surgical operation is carried out in an attempt to preserve the insured animal's life;
2. destruction in compliance with the requirements of any statute or any order of a government department or any local authority;
3. malicious or wilful injury caused by the Insured or any person acting on behalf of the Insured;
4. unfitness for or incapacity to fulfil the functions or duties for which the animal is kept;
5. any occurrence giving rise to a claim happening outside the Territorial Limits or if the insured animals are in a district other than that stated in the Schedule unless such relocation is notified in writing to the Company and is acknowledged by the Company;
6. any accident sustained or disease contracted during transit by air or by sea;
7. intentional slaughter whether by or under the order of any government or public or local authority or any person having jurisdiction in the matter except:
 - 7.1. if the Company have expressly and in writing agreed to the destruction of the animal;
 - 7.2. in the case of injuries that necessitates immediate slaughter for humane reasons and where a qualified veterinary surgeon appointed by the Insured certifies in writing that the suffering is incurable and of such an extent that slaughter is unavoidable,

PROVIDED THAT if the Company choose to have a post mortem examination carried out by a qualified veterinary surgeon appointed by the Company at the Company's expense the Company may do so;
8. except in the event of theft and poaching, if insured, the Company shall not be liable to indemnify the Insured where there is no carcass.
9. liability to any third party;
10. consequential loss however arising, delay, loss of market, depreciation, or changes brought about by natural causes.

WARRANTY – APPLICABLE TO ALL SUB SECTIONS

It is warranted that at the commencement of this insurance each animal insured is in sound health and is free from any ailment, illness, disease, lameness, injury, or disability.

SPECIFIC CONDITIONS – APPLICABLE TO ALL SUB SECTIONS

1. All benefit under this section in respect of any animal hereby insured shall cease immediately once such animal is no longer owned by the Insured.
2. The Insured shall at all times exercise all reasonable care and safeguard the insured animals against loss or danger of loss, accident, or illness and shall comply with all reasonable regulations and directions given by the Company or by a qualified veterinary surgeon.
3. The Insured will immediately notify the Company of any accident or illness to any animal insured by this section and shall at the Insured 's expense immediately provide for adequate attendance and treatment by a qualified veterinary surgeon. If the Company so requires the Insured will supply the Company with a report by the attending qualified veterinary surgeon on the condition of the animal.
4. The animal insured shall not be permanently removed from the premises stated in the Schedule without the Company's written consent.
5. The Insured undertakes to comply with all laws, rules, and regulations relating to the district where the animal is kept and, in the event of a claim, to provide the Company with evidence of such compliance.
6. In the event of an occurrence which gives rise to a claim, or which may give rise to a claim, the Insured shall give the Company immediate notice of such event:
 - 6.1 In the event of death of any animal insured by this section the Insured shall give the Company the opportunity to examine the carcass and shall not slaughter or dispose of the carcass before the expiry of 24 hours after such notice has been given to the Company.
 - 6.2 The Insured shall at own expense, within 14 days of such event, supply the Company with a completed claim form together with all other information as the Company may require including any qualified veterinary surgeon's certificates and satisfactory proof of the death, identity, and value of the animal.
 - 6.3 If the Company alleges that the death of the animal is from an excluded cause, the burden of proving the contrary shall rest with the Insured.
 - 6.4 Carcass of an insured animal
 - 6.4.1 The carcass should be kept cold for possible sample testing;
 - 6.4.2 The Company reserves the right to move the carcass for further testing;
 - 6.4.3 The entire carcass shall remain the property of the Company;
 - 6.4.4 The carcass may only be destroyed with permission from the Company. If the carcass is destroyed without permission, it will render the claim invalid;
 - 6.4.5 If the Company admits the claim, the Insured may dispose of the carcass and any amount realised on disposal of the carcass shall be offset against the claim.
 - 6.5 No claim shall be payable after the expiry of 3 months or such other time as may be allowed by the Company in writing from the happening of an insured event unless the claim is the subject of pending legal action.

SECTION 21 - FARE-PAYING PASSENGER LIABILITY

DEFINED EVENTS

The Company will indemnify the Insured in the event of an accident for all sums, including claimants' costs and expenses, which the Insured shall become legally liable to pay in respect of injury to any person carried in or upon or entering or getting onto or alighting from any vehicle stated in the Schedule during the period of insurance, but excluding:

1. injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured;
2. any claim arising out of any judgement, award or settlement made within countries which operate under the laws of the United States of America or Canada, or any order made anywhere in the world to enforce such judgement, award, or settlement either in whole or in part.

Indemnity To Others

The indemnity granted shall extend at the Insured's option and subject to Company's consent which consent shall not be unreasonably withheld to any person who is driving or using a vehicle on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- a) such person shall, as though he were the Insured observe, fulfil and be subject to the Terms, Exceptions and Conditions of this policy in so far as they can apply;
- b) such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer;
- c) indemnity shall not apply in respect of claims made by any member of the same household as such person;
- d) such person is not entitled to indemnity under any other policy except of any amount not recoverable there under.

LIMIT OF INDEMNITY

The Company's total liability to pay damages and claimants' costs in connection therewith and costs and expenses shall not exceed the limit of indemnity stated in the schedule in respect of any one occurrence or series of occurrences arising from one cause in connection with any one vehicle.

DEFINITIONS

Costs and expenses	Those costs and expenses incurred 1. by the Insured with the consent of the Company which consent shall not be unreasonably withheld 1.1. in the defence or settlement of any claim under this policy; 1.2. in the representation at any inquest, accident inquiry in respect of injury which may form the subject of indemnity by this policy and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this policy; 2. for such emergency medical treatment as may appear necessary in respect of injury which may form the subject of indemnity by this policy.
Injury	Death or bodily injury.

SPECIFIC EXCEPTIONS

This policy does not cover:

1. any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment. This Exception shall apply notwithstanding that no other insurance under such enactment is in force or has been affected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. liability if it is required that the driver of the insured vehicle effects a separate liability insurance specific to any other country concerned, then the Company will not indemnify the Insured for any passenger liability incurred through the use or possession of the insured vehicle whilst in the country concerned outside the borders of Namibia;
3. liability whilst the vehicle is being used for racing speed or other contests, rallies, or trials;
4. liability for claims if the persons carried exceed the carrying capacity of the vehicle for which it is constructed or licensed to carry;
5. liability whilst the vehicle is being used outside the Territorial Limits;
6. liability incurred while any vehicle is being driven by:
 - 6.1. the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the Insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle;
 - 6.2. any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licenced to drive such vehicle, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Company that, in the normal course of his business, procedures are in operation to ensure that only licenced drivers are permitted to drive insured vehicles;
 - 6.3. or is under control for the purpose of being driven by a person who does not hold a current valid Professional Authorization (PA) to drive such a vehicle as required in terms of the National Road Traffic Amendment Act of 1998 as amended. This Exception applies if such person has held a valid PA in the past but cannot show evidence of being in the process of renewing it at the time of the event and is entitled to such renewal without restriction;

PROVIDED THAT any driver shall be deemed to be licensed to drive the vehicle:

 - a) if he is complying with the licensing laws relating to any of the territories referred to under Exclusion 5 above;
 - b) if a licence is not required by law;
 - c) while such driver is learning to drive and is complying with the laws relating to learners;
7. liability whilst the vehicle is being used in a condition which does not comply with the provisions and regulations of:
 - a) the National Road Safety Act 9 of 1972 and the Road Traffic and Transportation Act 22 of 1999;
 - b) the National Road Traffic Regulations and/or any other applicable or subsequent legislation and/or regulations providing for the use of motor vehicles on a public roadway in the

Republic of Namibia; or

- c) any similar legislation which applies to the countries specified in the territorial limits;
- 8. any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement;
- 9. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising there from or any consequential loss.

SPECIFIC CONDITION

1. Hired-in vehicle or unspecified vehicle

Third party and passenger liability cover for hired-in vehicles, ghost vehicles or unspecified vehicles are subject to full tour declaration prior to departure.

Tour declaration means the number of clients, names of clients, name of guide, tour dates, tour itinerary, full vehicle detail, including registered owner and registration number.

Vehicles and guides/drivers must be fully compliant with Road Traffic and Transportation legislation.

SECTION 22 - WATERCRAFT

SUB-SECTION A – LOSS OR DAMAGE

DEFINED EVENTS

Loss or damage to any insured vessel described in the Schedule.

ADDITIONAL COSTS

In addition to any event the Company will pay for:

1. Safeguarding and delivery

The reasonable costs to:

- 1.1 store, safeguard and remove the insured vessel to the nearest repairer, if the insured vessel is not in working order, due to loss or damage insured under this section;
- 1.2 deliver the insured vessel to the Insured in the Republic of Namibia, after repair of damage, or loss, insured under this section.

2. Inspection of the hull after stranding, sinking or collision

The reasonable costs incurred to inspect the hull of the insured vessel for damage due to stranding, sinking or collision of the insured vessel.

3. Costs to prevent a loss

The reasonable costs incurred to prevent or lessen damage or loss insured under this section.

LIMIT OF INDEMNITY

The limit of indemnity for each type of insured vessel is as stated in the Schedule shall be the maximum amount payable by the Company.

BASIS OF INDEMNITY

The Company may, at its own option and discretion, repair, reinstate or replace the insured vessel or any part thereof and/or its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage not exceeding the amount stated in the Schedule;

PROVIDED THAT if the insured vessel is:

1. **less than 5 years old**, the basis for calculating indemnity is the cost to replace the insured vessel or part of it with similar new property. This basis does not apply to sails, hoardings, erected tackle, outboard motors, inboard motors, and batteries. For these items, the basis of indemnity will be the cost to replace the items up to the reasonable market value thereof;
2. **older than 5 years**, the basis for calculating indemnity is the cost to replace the insured vessel or part of it up to the reasonable market value thereof.

If the Company replaces or reinstates the insured vessel, the Company shall have the option to take ownership of the insured vessel.

SPECIFIC CONDITIONS TO SUB-SECTION A

1. Suspensive sale

If, to the knowledge of the Company, the insured vessel is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein, whose receipt shall be a full and final discharge to the Company in respect of such loss or damage.

2. First amount payable

In respect of each and every occurrence giving rise to a claim under Sub-Section A, the Insured shall be responsible for the first amounts payable stated in the Schedule of any expenditure (or any less expenditure which may be incurred) for which provision is made under Sub-Section A (including any payment in respect of costs, expenses, and fees), and of any expenditure by the Company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the Company shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to the Company.

3. Average

If the insured vessel is less than 5 years old and it is established that, at the time of any loss or damage, the amount needed to replace the insured vessel – excluding sails, hoardings, erected tackle, outboard motors, inboard motors, and batteries – with similar new property, exceeds the amount for which it is insured, the Insured will be considered as the Insured's own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

If the insured vessel is older than 5 years and it is established that, at the time of any loss or damage, the amount needed to replace the insured vessel with similar property, exceeds the amount for which it is insured, the Insured will be considered as the Insured's own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

This condition applies separately to each item in the schedule.

4. Spare parts

In the event of any part being unprocureable as a standard (ready-manufactured) article within the Republic of Namibia or South Africa, the liability of the Company shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of Namibia or South Africa and the reasonable cost of freight, other than by air, and current labour charge applicable thereto.

SPECIFIC EXCEPTIONS TO SUB-SECTION A

The Company shall not be liable to pay for:

1. theft or attempted theft:
 - (i) not accompanied by actual, visible, and forcible means, of fixtures, fittings, equipment, and outboard motors of the insured vessel, out of
 - a) an unattended transport vehicle, including an insured vessel;
 - b) buildings;
 - c) any other storage place;
 - (ii) of the outboard motors fitted to the insured vessel which are not securely bolted to it;
2. outboard motors of the insured vessel dropping off or falling overboard, while not securely chained or bolted to the insured vessel;
3. mechanical or electrical breakdown, gradual causes such as wear and tear, rust, mildew, corrosion, or decay;

4. loss or damage caused by moths or vermin;
5. loss of or damage to sails and hoardings torn by wind or blown away whilst hoisted;
6. damage due to scratching, bruising, or denting arising during transit, loading, or off-loading;
7. boating-clothes or crew's clothes and other personal effects; diving and fishing gear (including nets); water-skis, ski ropes and other sports equipment; food, fuel, and other supplies; life belts and medical kit; binoculars, sextants, nautical books, nautical maps, and other similar navigational equipment; radar, fish finders, radios, televisions, and other similar electronic equipment;
8. consequential loss;
9. depreciation in the value whether arising from repairs following a defined event, or otherwise.

SUB-SECTION B – LIABILITY

DEFINED EVENTS

Any accident caused by or through or in connection with any insured vessel described in the Schedule in respect of which the Insured becomes legally liable to pay all sums including claimant's costs and expenses in respect of:

1. death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the Insured arising from and in the course of such employment or being a member of the same household as the Insured;
2. damage to property other than property belonging to the Insured or held in trust by or in the custody or control of the Insured.

The Company will also, in terms of and subject to the limitations of and for the purposes of this Sub-Section:

- a) pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub-Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub-Section;
- b) pay all costs and expenses incurred with the Company's written consent, for lifting out, removal or destruction of the wreckage of the insured vessel;
- c) indemnify any person who is operating or using such insured vessel on the Insured's order or with the Insured's permission;

PROVIDED THAT:

- c.1 such person shall, as though he were the Insured, observe, fulfil and be subject to the Terms, Exceptions and Conditions of this insurance in so far as they can apply;
- c.2 indemnity shall not apply in respect of claims made by any member of the same household as such person;
- c.3 such person is not entitled to indemnity under any other Policy except in respect of any amount not recoverable thereunder.

FURTHER PROVIDED THAT the total of the Company's liability under Sub-Section B shall not exceed the limit of indemnity stated in the schedule.

LIMIT OF INDEMNITY

The liability of the Company shall not exceed NAD 1 000 000 in respect of any occurrence.

LIABILITY OF WATER-SKIERS OR PARASAILERS

The Company will indemnify the Insured against all sums which the Insured shall become legally liable to pay as

compensation due to an occurrence which happens or arises while a water-skier or parasailer is being towed by the Insured Vessel;

PROVIDED THAT the Company shall not be liable:

1. if the water-skier or parasailer is entitled to indemnity under another policy;
2. for accidental death of, or bodily injury to, or illness of a person who is a member of the household or family of the water-skier or parasailer, or a person in the service of the water-skier or parasailer, if the death, bodily injury, or illness arises from the service;
3. for accidental physical loss of, or damage to property belonging to, or kept in trust by, or under the charge or control of, or in the custody of the water-skier or parasailer, or any member of the household or family of the water-skier or parasailer, or any person in the service of the water-skier or parasailer;
4. if the water-skier or parasailer does not comply with the terms, Exceptions, and conditions of this policy;

FURTHER PROVIDED THAT the liability of the Company shall not exceed NAD 250 000 in respect of any occurrence.

SPECIFIC EXCEPTIONS TO SUB-SECTION B

The Company shall not be liable to pay for:

1. legal costs and expenses incurred after the date that the Company paid or offered to pay either the full amount of a claim, or a lesser amount for which a claim can be settled, or the maximum amount for which the Company is liable for a claim;
2. liability, costs, or expenses:
 - 2.1. due to advice or treatment given or supplied by the Insured or a person acting on the Insured's behalf;
 - 2.2. which arise during the transport of the Insured Vessel by road;
 - 2.3. due to an occurrence outside the Territorial Limits;
3. liability due to accidental loss of, or damage to property being transported, or to be transported in or on the Insured Vessel.

SUB-SECTION C – MEDICAL EXPENSES

DEFINED EVENTS

If an occupant of an Insured Vessel sustains bodily injury by violent, accidental, external, and visible means caused by the sinking or collision of the Insured Vessel with any object, except water, the Company will pay to the Insured the medical expenses incurred as a result of such injury up to NAD 25 000 per injured occupant as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this Sub-Section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

DEFINITIONS

Territorial limits	Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique, or outside a 20 km range from the shores of these territories.
Insured Vessel	The hull (with a length not exceeding 15 metres), inboard motors, outboard motors, rudder, propeller, hoardings, moorings, sails, spars, masts, rigging, fixtures, fittings, and equipment of any vessel described in the schedule.

Occurrence	An occurrence or series of occurrences arising from one cause in connection with any one vessel in respect of which indemnity is provided by this insurance.
Description of use	The Insured Vessel may be used for social, domestic and tourism business purposes. Use for the following are excluded – racing, speed or other contests, competitions, or tests (including regattas), or trials in connection therewith; use in connection with any business, trade, or occupation.

CLAUSES AND EXTENSIONS

1. Cross liabilities

Where more than one Insured is named in the Schedule, the Company will indemnify each Insured separately and not jointly, and any liability arising between such Insured shall be treated as though separate policies had been issued to each,

PROVIDED THAT the aggregate liability of the Company shall not exceed the limit of indemnity stated in the Schedule.

2. Waiver of subrogation rights

For the purposes of this Section, the Company waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to Terms, Exceptions and Conditions (both general and specific) of this insurance in so far as they can apply.

3. Sister ships

Should the Insured Vessel come into collision with or receive salvage services from another watercraft belonging wholly or in part to the Insured, or under the same management, the Insured shall have the same rights under this Section as the Insured would have had were the other watercraft entirely the property of owners not interested in the Insured Vessel.

4. Laid up periods

The Company will not refund any premium for any period during which the Insured Vessel may be laid up.

SPECIFIC EXCEPTIONS (APPLICABLE TO ALL SUB-SECTIONS)

1. The Company shall not be liable for any accident, injury, loss, damage, or liability:

- 1.1. whilst the vessel is being used with the general knowledge and consent of the Insured otherwise than in accordance with the Description of Use Definition;
- 1.2. incurred outside the Territorial limits;
- 1.3. incurred while any Insured Vessel is operated by:
 - 1.3.1. the Insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself);
 - 1.3.2. any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself);
- 1.4. caused by or attributable to the Insured Vessel not being seaworthy.

- 1.5. from or in connection with any exchange, cash, or credit sale agreement, including theft under false pretence and/or fraud;
2. The Company shall not be liable for any claim arising from contractual liability unless such liability would have attached to the Insured notwithstanding such contractual agreement.
3. The Company shall not be liable for loss, damage, costs, expenses, or liability of whatsoever nature directly and/or indirectly caused by or contributed to by or arising from capture, seizure, arrest, restraint or detainment and the consequences thereof or any attempt thereat.

SECTION 23 - EMERGENCY MEDICAL EVACUATION

DEFINED EVENTS

The Company will pay defined costs and expenses which are necessarily incurred in respect of an Insured Person in consequence of:

1. Accident resulting in Injury;
2. Acute Life-Threatening Condition or Illness;

occurring within the Republic of Namibia during the period of insurance and which puts the life of the Insured person at risk;

PROVIDED THAT the Company's liability is limited to:

- a) Emergency Medical Transportation;
- b) guaranteed Hospital Admission expenses necessitated.

DEFINITIONS

Insured Person	1. Paying guest of the Insured; and/or 2. Staff, including tour guides, of the Insured; as declared to the Company and stated in the Schedule in terms of the number of beds, number of passenger seats and/or number of employees insured.
Accident	A sudden, fortuitous, unexpected event occurring at an identifiable place and time.
Injury	Life threatening traumatic bodily injury caused by an Accident and shall be deemed to include bodily injury caused by starvation, thirst, and exposure to the elements.
Emergency medical transportation	Transport by road ambulance or air ambulance to the nearest primary care medical facility sufficiently equipped to attend to the Insured person.
Hospital Admission	Expenses necessarily incurred immediately following Defined Event 1 and/or 2 to guarantee emergency hospital admission of the Insured person.
Acute Life-Threatening Condition or Illness	A sudden and fortuitous condition, disease or illness which can lead to the death of the Insured person.
Extended Territorial Limits	The cover is extended to include the Republic of South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique.

LIMIT OF INDEMNITY

The Company's liability is limited as follows:

1. In respect of Emergency Medical Transportation per any one Insured Person for each and every claim:
 - 1.1. up to NAD 300 000 within the Republic of Namibia;
 - 1.2. up to NAD 400 000 within the Extended Territorial Limits if stated in the Schedule to be included.
2. In respect of guaranteed Hospital Admission expenses per any one Insured Person for each and every claim:
 - 2.1. up to NAD 50 000 within the Republic of Namibia;

2.2. up to NAD 50 000 within the Extended Territorial Limits if stated in the Schedule to be included;

PROVIDED THAT cover is limited to a maximum accumulation limit of NAD 2 500 000 any one incident, and NAD 5 000 000 in the annual aggregate.

BASIS OF INDEMNITY

The Company will pay the reasonable costs and expenses up to the limit of indemnity to the assigned service provider which are necessarily incurred for Emergency Medical Transportation and guaranteed Hospital Admission of an Insured Person.

SPECIFIC EXCLUSIONS

The Company shall not be liable to pay any claim in respect of any Insured Person:

1. while engaging in flying as pilot or member of the crew;
2. while participating in extreme sports including but not limited to ballooning, hang-gliding, paragliding, parachuting, rock climbing, abseiling, quad biking, and horse riding;
3. caused by the Insured person's suicide, attempted suicide, or intentional self-injury;
4. caused solely by an existing physical defect or other infirmity of the Insured person;
5. as a result of the influence of alcohol, drugs, or narcotics unless administered by a member of the medical profession (other than the Insured) or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than the Insured);
6. caused by the Insured person's participation in any riot, strike, civil commotion, or any similar event;
7. as a result of the Insured person's deliberate exposure to extreme danger (except in an attempt to save human life) or any illegal or criminal action of the Insured person;
8. while participating in any sport as a professional player;
9. incurred in respect of medical treatment apart from emergency medical evacuation and hospital admission guarantee. It is noted and agreed that the injured person's personal medical aid or travel insurance cover will activate once the person is admitted to a primary care facility;
10. where the Accident, Condition or Illness occurred outside the Namibian borders unless Extended Territorial Limits is stated in the Policy to be included and an additional premium was paid by the Insured.

SPECIFIC CONDITIONS

1. Activation of Emergency Medical Transportation services will be at the discretion of senior medical personnel on duty at the assigned 24-hour call centre.
2. Any compensation paid or payable by the Company for any period shall be reduced by an amount equal to the compensation received or receivable by or on behalf of the Insured Person under any travel insurance, credit card coverage or medical aid scheme.
3. Cover in respect of the Insured Person is only in force while such Insured Person is in the custody, care and/or control of the Insured unless otherwise provided herein.
4. In respect of Insured Person definition 2, cover will only apply to such Insured Person arising from and in the course of his employment in the business.

OPTIONAL CLAUSES AND EXTENSIONS

1. Extended territorial Limits (if stated in the Schedule to be included)

The Territorial Limit is extended to include the Republic of South Africa, Botswana, Lesotho, Swaziland,

Zambia, Zimbabwe, Malawi, or Mozambique.

2. Guided quad biking (if stated in the Schedule to be included)

Notwithstanding Specific Exclusion 2, cover shall be valid where the Insured person participates in guided quad biking.

3. Guided horse riding (if stated in the Schedule to be included)

Notwithstanding Specific Exclusion 2, cover shall be valid where the Insured person participates in guided horse riding.

SECTION 24 - HOUSEHOLD CONTENTS

DEFINED EVENTS

Loss or damage to household contents at the Insured's home or while in any other home where the Insured may be residing temporarily caused directly by the following insured events:

1. Fire, lightning, or explosion;
2. Storm, wind, water, hail, snow, or flood;

PROVIDED THAT cover does not apply to property that is out in the open or not under a roof, unless it is something designed to operate and kept in the open, like garden furniture;

3. Earthquake;

PROVIDED THAT this excludes earth tremors caused by mining operations;

4. overflowing of water apparatus or leakage of oil heaters;
5. sudden impact with the building by falling trees, vehicles, aircraft, or animals,

PROVIDED THAT cover does not apply if the event is caused by an external source, such as tree fellers.

6. Malicious damage;
7. Theft or attempted theft;

PROVIDED THAT there must be clear signs of forcible and violent entry to or exit from the Insured's home, cover excludes theft or attempted theft from a temporary home.

LIMIT OF INDEMNITY

The Company will pay the replacement cost of damaged or stolen contents up to the Sum insured stated in the Schedule.

BASIS OF INDEMNITY

If the Company cannot repair an item, it may decide to replace it for the Insured. Alternatively, the Company may give the Insured the money to repair or purchase the item or goods.

DEFINITIONS

Household contents	The Insured's household goods, personal property, personal equipment, and may also include various fixtures and fittings where the Insured asked for it to be covered and the Company agreed thereto in writing.
The Insured	In terms of this Section, the Insured shall include the Insured's spouse and any members of the Insured's immediate family who normally reside with the Insured and who are financially dependent on the Insured.
Home	The house and outbuildings situated at the residential address stated in the Schedule and used for domestic purposes.
Territorial limits	Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zambia, Zimbabwe, Malawi, or Mozambique.

Standard construction	All structures have been built with walls of brick, stone, or concrete, and roofs of slate, tile, concrete, asbestos, or metal.
Unoccupied	When the Insured or any of the people who normally live there are not at home. The presence of the Insured's domestic worker living in any of the outbuildings or in their domestic quarters on the property does not constitute occupation.
Smart devices	An electronic device, generally connected to other devices or networks via different protocols such as Bluetooth, NFC, WiFi, 3G, and the like, that can operate to some extent interactively and autonomously such as cellphones, phablets, tablets, but excluding smartwatches, smart bands.

SPECIFIC EXCLUSIONS

The Company will not be liable for loss or damage:

1. caused by any of the following events:
 - 1.1. alteration, misuse, mechanical, electrical, or electronic breakdowns, failures, or breakages, or where a component fails to perform to its intended design specification;
 - 1.2. flaws or defects, whether present when the item was new or discovered afterwards;
 - 1.3. fluctuations in atmospheric or climate conditions, or the effects of light;
 - 1.4. a slowly operating cause such as but not limited to rust, mildew, moth, corrosion, or decay;
 - 1.5. a process of dyeing, cleaning, repairing or maintenance;
 - 1.6. vermin, insects, or the actions of domestic pets of the Insured;
 - 1.7. scorching, charring, melting, burning or smoke without flames;
 - 1.8. failure to take reasonable care to protect and maintain the insured property;
 - 1.9. loss or damage during a process of cleaning, restoring, altering, renovating, repairing or any process needing the use of water unless by public authorities in putting out a fire;
 - 1.10. accidental damage resulting in scratches, dents, cracks, chips, or defacing, unless specifically covered under Optional Extensions in this Section;
2. to any of the following items or goods:
 - 2.1. negotiable securities such as deeds, bonds, bills of exchange, promissory notes, and cheques;
 - 2.2. manuscripts or documents of any kind;
 - 2.3. collectables or collections, stamps, medals, coins, or vouchers of any kind;
 - 2.4. vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quadbikes, caravans, trailers, and all fitted accessories;
 - 2.5. aircraft, pleasure-craft, hang-gliders, and their equipment;
 - 2.6. any animals;
 - 2.7. an amount more than 30% of the Household Goods sum insured for the total value of gemstones, jewellery, gold coins, furs, rugs, carpets, and articles made of precious metals. The Insured must ensure that the sum insured is sufficient to include these items;
 - 2.8. property insured elsewhere in the policy;
 - 2.9. the reproduction or repair of data of any kind;
 - 2.10. householder goods whilst The Insured have lent, let, or sub-let the domestic home;
3. where the Insured's home or outbuildings are of non-standard construction, unless the Company agreed to provide cover and if stated in the Schedule to be included;

4. where the Insured's home or outbuildings is constructed of thatch, unless the Company agreed to provide cover and if stated in the Schedule to be included;
5. where the Insured's home is unoccupied for more than 60 consecutive days, unless the Company agreed to provide cover and if stated in the Schedule to be included;
6. as a result of any building work, renovations or building alterations of any kind, unless the Company agreed to provide cover and if stated in the Schedule to be included;
7. any property outside the territorial limits.

SPECIFIC CONDITIONS

1. First amount payable

The Insured shall bear the First Amount Payable stated in the Schedule.

2. Non-Standard construction

The Insured must notify the Company if:

- 2.1 the roof or walls of the insured home are of non-standard construction, and/or
- 2.2 the construction of the insured home has changed to non-standard construction.

3. Changes of address

The Insured must tell the Company immediately if the Insured permanently moves to a new address. The Company may impose new terms, premiums, and conditions.

4. Jewellery storage

The Insured must keep all jewellery, gold, silver, platinum, watches, and precious or semi-precious stones valued at more than NAD 20 000 per item or set in a securely locked wall- or floor mounted safe when not in use. Where this requirement is not complied with, the Company will not pay more than NAD 20 000 per item or set.

5. Valuation certificates

In the event of a claim, the Insured must provide the Company with a valuation certificate from a registered jeweller or valuator for any item or set valued at more than NAD 10 000. The jeweller or valuator must have issued the certificate before the loss or damage occurred. If the Insured is unable to do so, the Company will not pay more than NAD 10 000 per item or set.

6. Security measures

The Insured must have the minimum required or declared security measures, as stated in the Schedule, in place at the insured property at all times, fully maintained and in working order. If the Insured does not comply with this, theft cover will be limited to NAD 20 000 in any 12-month insurance period.

CLAUSES AND EXTENSIONS

The following covers are included in the sum insured, and the Company will pay up to the amount stated per Extension.

1. Clearing-up costs

Up to 15% of the Sum insured for the cost of removing any household-goods debris from the Insured's premises after a claim.

2. Money

Up to NAD 5 000 for theft of money, provided there are visible signs of forcible and violent entry to or exit

from the Insured's home.

3. Office contents

Up to NAD 50 000 for loss or damage caused by an insured event to any office equipment or furniture in the Insured's home that are legitimately used for office purposes.

4. Personal documents

Up to NAD 10 000 for the costs of replacing the Insured's identity document, drivers' license and passport following an insured event. This cover includes fees charged by an agent to arrange the above.

5. Computer software and standard operating systems

Up to NAD 5000 for loss or damage caused by an insured event to software and standard operating systems on the Insured's computer equipment used in the Insured's personal capacity.

6. Accidental death

Accidental death if the Insured dies within 12 months after sustaining an injury on the premises following an insured event;

PROVIDED THAT:

6.1 where the Insured is 19 years of age but younger than 76, cover is limited to NAD 10 000;

6.2 where the Insured is younger than 19 years of age, cover is limited to NAD 5 000.

7. Accidental damage to household goods

Up to 20% of the Sum insured for accidental damage, excluding mechanical, electrical, or electronic breakdown, of any item listed below which occurs in the home:

7.1 Television sets, DVD players, decoders, and sound-producing equipment, excluding cameras and photographic equipment;

7.2 Television aerials or satellite dishes on the premises of the domestic home;

7.3 Mirrors or sheet-glass that forms part of any article of furniture.

8. Refrigerator and its contents

8.1 up to NAD 10 000 for food that has gone off in the Insured's refrigerator or freezer as a result of mechanical, electronic, or electrical breakdown, or a prolonged loss of public electrical power supply; and

8.2 up to NAD 10 000 for damage to the Insured's fridge or freezer as a result of food going off following the power loss is also covered;

PROVIDED THAT this cover does not apply if the Insured's electricity has been cut off because the Insured haven't paid the Insured's bill, or there is load-shedding by any public authority for less than 24 hours.

9. Credit/debit-card fraud

Up to NAD 5 000 in any 12-month insurance period for losses arising from the fraudulent use of the Insured's credit card or debit card during any rolling 12-month period of insurance.

10. Garden damage

Up to NAD 10 000 for damage to trees, plants, shrubs, and irrigation systems on the grounds of the home resulting from:

10.1 fire or explosion;

10.2 extinguishing of a fire;

10.3 impact by a vehicle or aircraft;

PROVIDED THAT the homeowner is not entitled to claim under his own insurance.

11. Damage to guests' property

Up to NAD 10 000 for loss or damage to household items belonging to any non-paying, temporary guests caused by an insured event in the Insured's home,

PROVIDED THAT this does not include money and negotiable instruments, such as cheques or gift vouchers, or any items insured under any other policy.

12. Domestic worker's property

Up to NAD 10 000 for loss or damage to the Insured's domestic worker's household goods and personal property caused by an insured event in the Insured's home or any of the outbuildings.

13. Full-house (bowling)

Up to NAD 3 000 where the Insured scores a full-house as an amateur bowler, the Insured will be covered for the traditional celebratory expenses that usually accompany the event,

PROVIDED THAT the full-house must be certified by the bowling club.

14. Hole-in-one (golf)

Up to NAD 3 000 where the Insured scores a hole-in-one as an amateur golfer, the Insured will be covered for the traditional celebratory expenses that usually accompany the event,

PROVIDED THAT the hole-in-one must be certified by the golf club.

15. Goods in transit

Up to 10% of the Sum insured for loss of or damage to household goods as a result of collision, fire, or theft while in transit to or from any place of purchase, repair, or renovation along a reasonably direct route to or from the Insured's domestic home.

The Company will also pay for loss of or damage to household goods as a result of collision, fire or theft whilst being moved by a professional removal company during a permanent change in the risk address or when the Insured's household goods are in transit to or from a furniture-storage outlet or a bank safe deposit. This will include items inside the Insured's vehicle when transporting household goods during a permanent change in the risk address.

16. Groceries in transit

Up to NAD 10 000 for loss of or damage to groceries carried in the vehicle as a result of collision, fire, or theft along a reasonably direct route to the Insured's domestic home from the place of purchase.

17. Medical expenses

Up to NAD 5 000 for medical expenses incurred as a result of accidental bodily injury caused by any defect in the Insured's home to any:

17.1 person other than the Insured or any other person covered by this policy;

17.2 domestic employee in the course of their employment with the Insured.

18. Power Surge

Up to NAD 30 000 in any 12-month insurance period for accidental damage to all electrical and electronic equipment inside the domestic home caused by a power surge.

19. Rent or alternative accommodation

Up to 20% of the Sum insured where the Insured's home becomes uninhabitable because of the effects of loss or damage as a result of an insured event. The Company will cover the Insured for the rental cost of living in alternative similar accommodation. This cover will apply until the home becomes habitable again.

20. Theft from the grounds of the home

Up to NAD 30 000 in any 12-month insurance period for theft of items designed to be left outdoors such as garden furniture, patio furniture, flower containers, children's play equipment, laundry, garden statues and ornaments, non-electrical / electronic domestic garden maintenance equipment, lawnmowers, power generating equipment and swimming pool equipment, such as safety nets and covers. These items are also covered for theft from outbuildings not made of brick, stone or concrete with slate, tile, metal, concrete, or asbestos roof that is used to store these items,

PROVIDED THAT theft of laundry from communal washing lines is excluded.

21. Theft from a hotel, inn, or guesthouse

Up to NAD 20 000 for theft of household goods following forcible and violent entry into any hotel, inn, or guesthouse.

22. Theft from temporary residence

Up to NAD 50 000 for theft of household goods following clear signs of forcible and violent entry to or exit from any other home or educational institution where the Insured may temporarily be residing;

PROVIDED THAT there shall not be cover where the building:

22.1 is of non-standard construction;

22.2 is a boarding house or commune.

23. Theft from the Insured's place of employment

Up to NAD 10 000 for theft of household goods from the Insured's place of employment,

PROVIDED THAT there are clear signs of forcible and violent entry into or exit from the premises.

24. Theft from furniture storage

Up to NAD 30 000 for theft of household goods from any place registered for the storage of goods provided there are clear signs of forcible and violent entry into or exit from the premises.

25. Theft from bank safe deposit

Up to 15% of the Sum insured for theft of household goods from a bank safe deposit,

PROVIDED THAT there are clear signs of forcible and violent entry into or exit from the premises.

26. Theft from the home (no visible signs of forcible and violent entry)

Up to NAD 20 000 for theft from the Insured's home if there are no signs of forcible and violent entry into the Insured's home;

PROVIDED THAT:

26.1 the Insured can prove that an event of theft had occurred;

26.2 the Company will not pay for any Smart Devices if there are no signs of forcible and violent entry.

27. Veterinary expenses

Up to NAD 5 000 for veterinary expenses incurred as a result of accidental bodily injury to any of the Insured's domestic animals caused by an accident on a public road.

LIMITED COVER (if stated in the Schedule to be applicable)

The insurance under this Section is limited and excludes any cover for burglary, theft, or attempted theft.

OPTIONAL EXTENSIONS

1. Accidental damage (if stated in the Schedule to be included)

Up to 20% of the Sum insured subject to a maximum of NAD 50 000 for accidental loss or damage, whether inside the Insured's home or at the Insured's address;

PROVIDED THAT the Company does not cover:

- 1.1 depreciation, or gradual causes such as the wear and tear, rust, rising damp and mildew, corrosion, or decay;
- 1.2 damage caused when not following the manufacturer's instructions or when not using the item for its intended purpose;
- 1.3 damage caused by moths, vermin, or insects;
- 1.4 damage due to repairing, restoration or cleaning of items;
- 1.5 damage to glass, glassware, porcelain, or crystal;
- 1.6 cracking or scratching (unless caused by theft, attempted theft, fire, or explosion) of glassware, glass, or other brittle articles other than jewellery, cameras, fixed glass, or TV sets;
- 1.7 mechanical, electrical, or electronic breakdown of electronic and electrical equipment;
- 1.8 damage to tools, gardening implements, garden furniture including pool-cleaning equipment;
- 1.9 the cost of reproduction or repair of data or software;
- 1.10 loss of, or damage to, mobile phones, tablets, or portable computers;
- 1.11 loss or damage caused by the Insured's own domestic animals;
- 1.12 any loss claimable under another section of the policy.

2. Home-industry cover (if stated in the Schedule to be included)

The Company will pay the Insured for loss or damage as insured under Defined events to any goods or equipment in the Insured's home that is legitimately used for home-industry purposes or a one-person business that the Insured run on the premises up to the limit stated in the Schedule.

3. Subsidence and landslip (if stated in the Schedule to be included)

The Company will pay the Insured for loss of or damage to the Insured's contents caused by subsidence, landslip or heave of the land supporting it;

PROVIDED THAT it is not caused by:

- 3.1 normal settlement, shrinkage, or expansion of the home;
- 3.2 structural alterations, additions, or repairs;
- 3.3 the insufficient compaction of infill;
- 3.4 defective or faulty design, construction, materials, or workmanship;
- 3.5 alterations, additions, or repairs to any building;
- 3.6 excavations other than mining operations;
- 3.7 removal or the weakening of support to the home;
- 3.8 any damage that existed before the Insured's policy started;
- 3.9 the movement of solid floor slabs or any other part of the building, unless the foundations supporting

the outside walls of the building are damaged at the same time.

If required, the Insured will have to prove that the loss or damage being claimed for was caused by subsidence, landslip, or heave.

SECTION 25 - HOUSEOWNERS (BUILDINGS)

DEFINED EVENTS

Loss or damage to the insured building caused directly by the following insured events:

1. Fire, lightning, thunderbolt, or explosion;
2. Storm, wind, water, hail, snow, or flood;

PROVIDED THAT the Company shall not pay for damage:

- 2.1. to retaining walls;
- 2.2. caused by movement of the land supporting the building, even if it is caused by storm or flooding (this exclusion does not apply to the removal of land supporting the building by flowing surface water);

3. Earthquake,

PROVIDED THAT this excludes the effects of any earth tremors caused by mining operations in the area;

4. Impact with the building by falling trees, vehicles, aircraft, or animal;

PROVIDED THAT:

- 4.1. damage must be caused by sudden impact;
- 4.2. cover does not apply if the event is caused by an external source in the course of any work performed for the Insured;

5. Flooding, leaks and overflowing of water apparatus and leakage of oil, including bursting pipes, geysers burst, and loss or damage to the leaking items, except if the leaking device is an oil heater;

6. Malicious damage or intent to cause damage,

PROVIDED THAT damage caused by any tenant or person(s) residing with them is excluded.

7. Theft of any part of the building,

PROVIDED THAT theft by any tenant or person(s) residing with them is excluded.

8. subsidence, landslip, or heave of the land supporting it;

PROVIDED THAT loss or damage is not caused by:

- a) normal settlement, shrinkage, or expansion of the building;
- b) structural alterations, additions, or repairs;
- c) the insufficient compaction of infill;
- d) defective or faulty design, materials, or workmanship;
- e) alterations, additions, or repairs to any building;
- f) excavations other than mining operations;
- g) removal or weakening of support to the building;
- h) contraction or expansion of clay or similar types of soil due to the moisture or water content;

FURTHER PROVIDED THAT the following is not covered:

- i. loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts, and fences or retaining and screening walls – unless the main building is damaged at the same time by the same event;
- ii. loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls is damaged by the same cause at the same time;
- iii. damage that existed before the cover started;

- iv. work necessary to prevent further loss or damage from subsidence, landslip, or heave, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

If required, the Insured will have to prove that the loss or damage being claimed for was caused by subsidence, landslip, or heave.

LIMIT OF INDEMNITY

The Company will pay out based on the replacement cost or repair cost of the part of insured building that is damaged up to the sum stated in the Schedule.

BASIS OF INDEMNITY

The Company will repair the insured building as closely as circumstances reasonably allow and subject to the Terms and Conditions stated.

DEFINITIONS

Building	The Insured's home and outbuildings situated at the risk address stated in the Schedule and used for domestic purposes, with all its infrastructure, fixtures, fittings, including: • outbuildings, garden sheds, landlord's fixtures, and fittings; • paths and driveways of constructed brick, concrete, pavers, asphalt, or stone, but excluding gravel; • walls, gates, and fences, but excluding hedges; • swimming pools, but excluding portable pools or those above ground level; • fixed filtration plant and water-pumping machinery; • boreholes and water tanks for domestic use; • septic tanks, water, sewerage, gas, electricity, and telephone connections; • pool safety nets and covers; • tennis courts, sauna, and spa baths; • aerials and satellite dishes; • alternative energy units such as solar geysers, solar heating panels and fixed generators.
The Insured	In terms of this Section, the Insured shall include the Insured's spouse and any members of the Insured's immediate family who normally reside with the Insured and are financially dependent on the Insured.
Standard construction	Means that all structures have been built with walls of brick, stone, or concrete, and roofs of slate, tile, concrete, asbestos, or metal.
Subsidence	Sinking being the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip	The sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.
Heave	The upward movement of soil supporting the dwelling.

SPECIFIC EXCLUSIONS

The Company will not be liable for loss or damage:

1. caused by any of the following:
 - 1.1. alteration, misuse, mechanical, electrical, or electronic breakdowns, failures, or breakages or where a component fails to perform to its intended design specification unless cover is specifically provided;
 - 1.2. fluctuations in atmospheric or climate conditions, or the effects of light;
 - 1.3. slowly operating causes such as but not limited to rust, mildew, moth, corrosion, or decay;
 - 1.4. vermin, insects, pests, or the actions of domestic pets of the Insured;
 - 1.5. scorching, charring, melting, burning or smoke without flames;
 - 1.6. weeds or roots;
 - 1.7. flaws or defects, whether present when the item was new or discovered afterwards;
 - 1.8. lack of maintenance;
2. where the Insured's home or outbuildings are of non-standard construction, unless the Company agreed to provide cover and it is stated in the Schedule to be included;
3. where the Insured's home or outbuildings is constructed of thatch, unless the Company agreed to provide cover and it is stated in the Schedule to be included;
4. where the insured building is unoccupied for more than 60 consecutive days, unless the Company agreed to provide cover and it is stated in the Schedule to be included;
5. as a result of any building work, renovations or building alterations of any kind, unless the Company agreed to provide cover and it is stated in the Schedule to be included;
6. to any temporary structures.

SPECIFIC CONDITIONS

1. First amount payable

The Insured shall bear the First Amount Payable stated in the Schedule.

2. Bank may be paid out before the Insured

The financial institution financing the insured home always has first right to any claim payment.

3. Matching materials

Where matching material is not available, the Company will use materials which in its opinion matches the damaged or lost materials as closely as possible. The Company's liability is limited to that part of the structure where the loss or damage occurred and shall not be liable for the cost to create a uniform effect, unless optional cover applies and is stated in the Schedule.

4. Total replacement

If the insured building is damaged to such an extent that it has to be rebuilt completely, and the Insured

chooses to do it personally, the Company will pay the Insured for the cost of rebuilding it. The Insured can have it rebuilt on the same site, or elsewhere;

PROVIDED THAT:

- 4.1 rebuilding commences within 6 months;
- 4.2 the Company will not pay out more than the cost of bringing the building back to its original condition or the sum insured, whichever is the lesser;
- 4.3 the Company will not make any payment before the cost has actually been incurred by the Insured.

5. Tenants

The cover provided under this Section shall not be invalidated by any action or omission of the Insured's tenant;

PROVIDED THAT the Insured:

- 5.1 is unaware of such action or omission;
- 5.2 shall advise the Company of such action or omissions upon becoming aware thereof.

The Company may impose additional terms and conditions.

6. Building regulations

The Insured must take all reasonable steps to ensure that the building complies with national building regulations and that the building plans have been approved by the local authority.

CLAUSES & EXTENSIONS

The following covers are included in the sum insured, and the Company will pay up to the amount stated below per Extension.

1. Accidental breakage of glass and sanitary ware

Up to 20% of the Sum insured in respect of:

- 1.1 fixed glass and mirrors, except for damage as a result of scratching or disfiguration;
- 1.2 fixed sanitary-ware, except for damage as a result of chipping, scratching, dents, or disfiguration;

PROVIDED THAT this cover does not apply when:

- a) the building is unfurnished or unoccupied;
- b) the building or any of the outbuildings are being structurally altered.

2. Damage to gardens

Up to NAD 10 000 for damage to trees, plants, shrubs, and irrigation systems on the grounds of the home resulting from:

- 2.1 fire or explosion;
- 2.2 extinguishing of a fire;
- 2.3 impact by a vehicle or aircraft.

3. Demolition and professional fees

Up to 20% of the Sum insured for any of the following additional costs which the Insured may have to incur:

- 3.1 demolishing the building, removing debris, and erecting hoardings required for building operations;
- 3.2 fees for the services of architects, quantity surveyors, consulting engineers and local authorities;

3.3 any actions required by a public authority;

PROVIDED THAT the total sum insured is sufficient to include these costs and the Insured gets written consent from the Company.

4. Gate motor and garage-door motor

Up to NAD 10 000 for repair or replacement of the electric gate motor or garage-door motor at the insured building in the event of accidental damage or electrical-, electronic- or mechanical breakdown.

5. Geyser maintenance

Up to NAD 2 000 for repair or replacement of the valves, element, and thermostat of the geyser at the insured building. This Extension is not subject to any first amount payable,

PROVIDED THAT the geyser is not replaced as a whole.

6. Increased house value through improvements

Where the value of the insured building is increased through any alterations, extensions or improvements, the Company will automatically increase the sum insured of the building by up to 20%,

PROVIDED THAT the Insured notifies the Company within 30 days of completion of the alterations or improvements and pay the additional premium.

7. Public supply or mains connection

Up to NAD 20 000 for accidental loss or damage as a result of an insured event to water-, sewerage, gas-, electricity- or telephone connections belonging to the Insured, or for which the Insured is responsible, between his home and the public supply.

8. Removal of fallen trees

Up to NAD 10 000 in one 12-month insurance period for the cost of removing fallen trees from the insured property after an insured event,

PROVIDED THAT the costs are necessary and reasonable, and that the Insured first obtain written consent for the Company.

9. Rent or alternative accommodation

Up to 20% of the Sum insured where the insured home becomes uninhabitable because of damage to the building covered by this policy. The Company will cover the Insured for the rental cost of living in alternative similar accommodation until the building becomes habitable again.

Similarly, if any building on the insured property that earns rental income, the Insured will be covered for the loss of that rental income until the building in question becomes habitable again,

PROVIDED THAT the cover in this section does not apply when the house or any of the outbuildings are being structurally altered.

10. Swimming pool-, spa-, and borehole pumps

Up to NAD 10 000 for accidental damage to fixed swimming pool, -spa and -borehole pumps at the domestic home and mechanical-, electronic- and electrical breakdown of these items that could not have been foreseen,

PROVIDED THAT automatic pool cleaners are not covered by this section.

11. Public authorities' requirements

The insurance under this Section includes such additional cost of repairing or rebuilding the damaged

property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority;

PROVIDED THAT:

- 11.1 the amount recoverable under this clause shall not include:
 - 11.1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 11.1.1.1 in respect of damage occurring prior to granting of this clause;
 - 11.1.1.2 in respect of damage not insured under this Section;
 - 11.1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
 - 11.1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
 - 11.1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
 - 11.1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
- 11.2 the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this Clause not being thereby increased;
- 11.3 if the liability of the Company under any item of this Section apart from this clause shall be reduced by the application of any of the Terms, Exceptions and Conditions of this Section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion;
- 11.4 the total amount recoverable under any item of this Section shall not exceed the sum insured thereby.

OPTIONAL EXTENSIONS

1 Extended subsidence, landslip, or heave cover (if stated in the Schedule to be included)

Loss or damage to the building caused by subsidence, landslip or heave of the land supporting it;

PROVIDED THAT the loss or damage is not caused by:

- 1.1 normal settlement, shrinkage, or expansion of the building;
- 1.2 structural alterations, additions, or repairs;
- 1.3 the insufficient compaction of infill;
- 1.4 defective or faulty design, materials, or workmanship;
- 1.5 alterations, additions, or repairs to any building;
- 1.6 excavations other than mining operations;
- 1.7 removal or weakening of support to the building;
- 1.8 contraction or expansion of clay or similar types of soil due to the moisture or water content;
- 1.9 loss or damage to septic or conservancy tanks, drains, and water courses unless the main building is damaged at the same time by the same event;
- 1.10 damage that existed before your cover started.

If so required, the Insured must prove that the loss or damage being claimed for was caused by subsidence, landslip, or heave.

2. Mechanical and electrical breakdown (if stated in the Schedule to be included)

Up to NAD 25 000 for sudden mechanical-, electronic- and electrical damage that could not have been foreseen, including power surge, to items covered by this section, such as alarm systems, air conditioners, electric fence, or any other fixed equipment. Where an item cannot be repaired, the Company will pay the Insured based on the replacement cost of the items;

PROVIDED THAT the Company will not pay for:

1. damage to electrical accessories, such as remote controls;
2. any item older than 10 years from the date of manufacture or the date of purchase if purchased new;
3. any item that was installed incorrectly;
4. any item used for any purpose other than what it was designed for;
5. any item that was not maintained according to manufacturer specifications;
6. any damage as a result of defective workmanship, -design, -installation, -specification;
7. any item that was used incorrectly;
8. damage due to gradual deterioration such as rust or erosion including damage from sunlight and normal climate conditions;
9. damage by vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause;
10. damage due to wear and tear including excessive usage;
11. damage due to repairing, restoration or cleaning of items;
12. damage to electrical appliances and equipment caused by leaking batteries;
13. any item or parts of an item that have a short lifespan, such as:
 - a) batteries, bulbs, pilot lights, globes, clocks;
 - b) speakers, tapes, ribbons;
 - c) hoses, fuses, accessory cables;
 - d) air and water filters;
 - e) belts, knobs, screen protectors;
 - f) obsolete and / or removable spare parts.

3. Matching building materials (if stated in the Schedule to be included)

Up to NAD 50 000 for the cost to repair the insured building to match its previous state, in style and quality, when the building is damaged by an insured event,

PROVIDED THAT this will apply on to the part of the building where the style and quality has been affected by the non-availability of precisely matching building materials.

SECTION 26 - PERSONAL ALL RISKS

DEFINED EVENTS

1. Loss or damage

Loss of or damage to the whole or part of the property described in the Schedule whilst anywhere in the world by any accident or misfortune not otherwise excluded.

The Insured shall be responsible for the First Amount Payable stated in the Schedule in respect of each event.

2. Losses as a result of remote blocking

2.1 If the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence will be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle;

PROVIDED THAT:

2.1.1 cover shall only apply to property that is separately and individually specified in the schedule;

2.1.2 the Insured shall be responsible to pay the First Amount Payable as stated in the policy schedule.

2.2 Where the Insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists;

PROVIDED THAT:

2.2.1 the police case number is supplied to the Insurer;

2.2.2 cover shall only apply to property that is separately and individually specified in the Schedule;

2.2.3 after deduction of the first amounts payable in the Schedule, the liability of the Company is further restricted to the lesser of the sum Insured shown on the Schedule or NAD 25 000 in respect of any one event.

2.2.4 the Insured shall be responsible for an additional First Amount Payable of 10% of the claim minimum NAD 1 000.

LIMIT OF INDEMNITY

1. Unspecified property

The amount payable shall be limited to 25% of the Unspecified Sum Insured stated in the Schedule per item, pair or set and shall in total not exceed the Sum insured stated in the Schedule.

2. Specified property

The maximum amount payable shall be the Sum insured stated in the Schedule per item, pair or set,

PROVIDED THAT accessories inside caravans or trailers and camping equipment insured on a collective basis is limited to 25% of the Sum Insured stated in the Schedule per item, pair or set and shall in total not exceed the Sum insured stated in the Schedule.

BASIS OF INDEMNITY

The Company may decide to repair, replace, or pay in cash for the lost or damaged property;

PROVIDED THAT:

1. in cases where the property insured is totally lost or damaged, the basis of indemnification shall be the cost of replacing or reinstating it with property of equal quality and performance and/or capacity or, if this is not possible, its replacement by new property having equivalent quality and performance and/or capacity to the lost or damaged property;
2. in cases where the property can be repaired, the basis of indemnification shall be the cost of repairing the property to a condition substantially the same as prior to the loss.

DEFINITIONS

The Insured	In terms of this Section, the Insured shall include the Insured's spouse and any members of the Insured's immediate family who normally reside with the Insured and are financially dependent on the Insured.
Unspecified property	Means everyday items of clothing and personal effects that are either worn by or carried on the Insured and includes sports equipment and pedal cycles, but excluding: 1. Smart devices; 2. tools; 3. stamp- or coin collections; 4. pleasure-craft accessories, fittings, and equipment; 5. computer equipment and accessories (excluding portable external hard drives) 6. property which is more specifically insured.
Smart devices	Means an electronic device, generally connected to other devices or networks via different protocols such as Bluetooth, NFC, Wi-Fi, 3G, and the like, that can operate to some extent interactively and autonomously such as cellphones, phablets, tablets, but excluding smartwatches, smart bands.
Specified property	Means personal effects specifically stated in the Schedule.
Accessories inside caravans and trailers	Accessories which the caravan or trailer came standard with, including household goods temporarily used for holiday purposes. Permanent fittings to a trailer and caravan are not covered.

SPECIFIC EXCLUSIONS

The Company will not be liable for loss or damage:

1. to any of the following:
 - 1.1 vehicles, motorcycles, scooters, three-wheeled vehicles, quadbikes, golf carts, trailers, caravans, hang-gliders, aircraft, or pleasure-craft – or any of their fitted equipment and accessories;

- 12 money, credit cards, debit cards, phone cards, vouchers, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, or documents of any kind;
 - 13 cameras, photographic equipment, sporting equipment and bicycles used for professional purposes or as part of your occupation;
 - 14 sound, lighting equipment and musical instruments used for reward;
 - 15 any laptops or desktop computers or its equipment.
2. caused by:
- 2.1 wear and tear, misuse or where a component fails to perform to its intended design specification;
 - 2.2 mechanical, electrical and electronic breakdown, or failure of power tools;
 - 2.3 termites, insects, vermin, pests, moths, or fumes;
 - 2.4 flaws or defects, whether present when the item was new or discovered afterwards;
 - 2.5 fluctuations in atmospheric or climatic conditions, or the effects of light;
 - 2.6 the actions of your own domestic pets;
 - 2.7 any process of dyeing, cleaning, repairing or maintenance;
 - 2.8 a slowly operating cause such as but not limited to rust, mildew, corrosion, or decay;
 - 2.9 the bursting, rusting, corrosion or deterioration of any firearm;
 - 2.10 defective workmanship, -design, -specification, -construction or -material;
 - 2.11 lack of maintenance or upgrading;
 - 2.12 any type of virus or malware (harmful software such as viruses or Trojans);
 - 2.13 chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature;
 - 2.14 the cost of reproducing sound, data and images on tapes, records, film, or magnetic media due to electronic viruses, trojans, worms or similar destructive media interferences;
 - 2.15 theft or any attempt thereat from any unattended vehicle, unless:
 - 2.15.1 the property is concealed in a completely closed and securely locked vehicle;
 - 2.15.2 the vehicle itself is housed in a securely locked building;
 - 2.15.3 and entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;

except as specifically provided for under Defined Event 2.

SPECIFIC CONDITIONS

1. Jewellery storage

The Insured must keep all jewellery, gold, silver, platinum, watches, and precious or semi-precious stones valued at more than NAD 20 000 per item or set in a securely locked wall- or floor mounted safe when not in use. Where this requirement is not complied with, the Company will not pay more than NAD 20 000 per item or set.

2. Valuation certificates

In the event of a claim, the Insured must provide the Company with a valuation certificate from a registered jeweller or valuator for any item or set valued at more than NAD 10 000. The jeweller or valuator must have issued the certificate before the loss or damage occurred. If the Insured is unable to do so, the Company will not pay more than NAD 10 000 per item or set.

3. Items in a bank safe deposit

If items are kept in a bank safe deposit and indicated in the Schedule, cover shall only be valid if the items were actually in the bank safe deposit at the time of loss, theft, or damage.

CLAUSES & EXTENSIONS

1 Unspecified Property

Unspecified Property is extended to include

1.1 unspecified cell phones, phablets and tablets up to a limit of NAD 3 000 per device;

1.2 unspecified pedal cycles up to a limit of NAD 5 000 per pedal cycle;

PROVIDED THAT the Company shall not pay more than 25% of the Unspecified Sum Insured stated in the Schedule per item pair or set including any accessories thereto, whichever is the lesser, and in total not more than the Sum insured stated in the Schedule per event.

TERRITORIAL LIMITS

Cover is worldwide,

PROVIDED THAT the duration of the Insured's stay in any country outside Namibia shall not exceed 6 months.

SECTION 27 - PERSONAL LIABILITY

DEFINED EVENTS

All sums which the Insured shall become legally liable to pay, arising from any claim first made against the Insured and notified to the Company during the period of insurance, in respect of bodily injury or loss of, or damage to property, including costs and expenses which arise in the private capacity of the Insured, including:

1. General personal liability

- 1.1 Accidental death, bodily injury or illness sustained by third parties anywhere in the world;
- 1.2 Accidental loss or damage to third party property anywhere in the world;
- 1.3 Legal costs which is part of an event and recoverable from the Insured or incurred with the Company's consent.

2. Tenant's personal liability

Where the Insured occupies the building as tenant, the Company will pay for the following instances of personal liability towards:

- 2.1 the property owner:
 - a) damage to the building caused by an insured event specified under the Household Contents section of this Policy;
 - b) damage to fixed sanitary-ware or fixed glass;
 - c) damage to water, gas, sewerage, electricity or telephone connections to the building or outbuildings.
- 2.2 the Insured's domestic worker, in respect of:
 - a) loss or damage to their property;
 - b) bodily injury or death;

PROVIDED THAT it arises out of their employment duties.

This cover overrides any Exclusion around domestic workers that may feature elsewhere in this Policy.

3. Property owner's liability

Where the Insured is the owner of the building, the Company will pay for the following instances of personal liability towards:

- 3.1 loss or damage caused by an insured event specified under the Buildings Section;
- 3.2 death, bodily injury, loss, or damage that arises directly out of the Insured's ownership of the building specified under the Buildings Section.
- 3.3 the Insured's domestic worker, in respect of:
 - 3.3.1 loss or damage to their property;
 - 3.3.2 bodily injury or death;

PROVIDED THAT it arises out of their employment duties.

This cover overrides any Exclusion around domestic workers that may feature elsewhere in this Policy.

4. Security-related Liability

The Company will also pay for the following instances of personal liability towards:

4.1 Wrongful arrest

If the Insured's activities as a member of a Neighbourhood Watch (or similar voluntary non-profit organisation) result in the wrongful arrest or attempted wrongful arrest of an alleged suspect, the Company shall pay for any sums of money that the Insured may subsequently be liable to pay.

This is on condition that the alleged suspect is not a member of the Insured's family or household, or any person employed by the Insured.

4.2 Activities of security company

Claims that may arise against the Insured as a result of the fact that the Insured uses suitably registered security services to protect his property.

Notwithstanding Specific Exclusion 2, this includes the liability which the Insured may accept under the contract with the security firm to indemnify them for events happening in and around the Insured's premises.

If, at the time of an event giving rise to a claim under this Sub-Section, the security firm is entitled to an indemnity under any other Policy in respect of the same event, the Company will not be liable to make any payment except in respect of any amount above the amount payable under such other Policy.

4.3 Electric fence

The ownership of an electric fence which may lead to bodily injury or death.

DEFINITION

The Insured

In terms of this Section, the Insured shall include the Insured's spouse and any members of the Insured's immediate family who normally reside with the Insured and are financially dependent on the Insured.

LIMIT OF INDEMNITY

The Company's liability is limited as follows per accident or series of accidents any one event:

1. Up to NAD 5 000 000 in respect of:
 - 1.1. General Personal Liability;
 - 1.2. Tenants Personal Liability;
 - 1.3. Property Owner's Liability;
2. Up to NAD 50 000 in any 12-month insurance period in respect of Wrongful arrest;
3. Up to NAD 50 000 in respect of Activities of Security Company;
4. Up to NAD 50 000 in respect of Electric Fence;

PROVIDED THAT the Company reserves the right to settle any claim for a lesser amount where such lesser amount is deemed to represent fair settlement and/or the best way in which to finalise a claim.

BASIS OF INDEMNITY

All payments made by the Company shall be made in Namibia and in Namibian currency.

SPECIFIC EXCLUSIONS

Notwithstanding anything to the contrary contained within this Policy, the Company will not indemnify the Insured for:

1. Judgments under US or Canadian law

Liability arising from any judgment, award, payment, or settlement made in a country that operates under the laws of the United States of America or Canada.

The Insured is also not covered if there is a court order anywhere else in the world designed to enforce such a judgment, award, payment, or settlement unless the court order is enforceable in a Namibian court of law.

2. Agreements that create their own liability

The Insured's acceptance of liability under a contract for something that the Insured could not reasonably be held liable for in the first place.

3. Punitive fines, penalties, or exemplary damages

Liability arising out of any punitive fines, penalties or exemplary damages that may be awarded against the Insured.

4. Seepage, pollution, and contamination

The cost of cleaning up, removing, nullifying, or reinstating any property that has been lost or damaged by seepage, pollution, or contamination unless sudden and unforeseen.

5. Employment, business, or profession of the Insured

Liability arising from the Insured's employment, business, or profession.

6. Land and buildings

Liability arising out of the ownership of any land or buildings unless such land or buildings are insured under the Houseowners Section of this policy and the land is used for residential purposes only.

7. Letting of property

Liability arising from the letting or renting of any property (whether movable or immovable) for monetary reward.

8. Use and ownership of vehicles

Liability arising from the Insured's ownership or use of motor vehicles, quad-bikes, scooters or three-wheeled vehicles, motorcycles, golf carts, and aircraft or pleasure-craft (other than model aircraft, surfboards, and paddle-ski's). This also applies if the above vehicles are used by, or are in the custody of, the Insured's domestic staff.

9. Death or bodily injury to employees or family

Liability for death of, or bodily injury, to the Insured or any member of the Insured's family or any employee arising out of their employment by the Insured.

10. Loss or damage to property

Loss or damage to property that:

10.1 belongs to the Insured, the Insured's family, or any employee of the Insured;

- 10.2 is in the custody and control of the Insured;
- 10.3 is in the custody and control of the Insured's directors, members, trustees or beneficiaries, or members of their families who usually reside with them where the Insured is a company, close corporation, or trust;
- 10.4 is covered under some other insurance policy.

11. During structural alterations

Liability that arises out of loss or damage to property when the Insured's home or outbuildings are being structurally altered and the loss or damage is caused by these alterations.

12. Fraud, assault, reckless disregard

Liability that arises out of:

- 12.1 dishonest, fraudulent, or malicious acts by the Insured;
- 12.2 physical assault committed by the Insured;
- 12.3 the reckless disregard by the Insured of the possible consequences of his or her actions or omissions.

SPECIFIC CONDITIONS

1. No promises or payments without consent

The Insured must not make any admission, offer, promise or payment in relation to a claim is made without the written consent of the Company.

2. Immediate reporting

The Insured must notify the Company immediately where there is reason to believe that a recent event may lead to a liability claim against the Insured.