HUNTERS

MASTER LIABILITY INSURANCE POLICY

Arranged by

Marsh Namibia (Pty) Limited

HUNTERS

MASTER LIABILITY INSURANCE POLICY

effected through

SANTAM LIMITED NAMIBIA

GENERAL OPERATIVE CLAUSE

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 Insurers and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers specified in the Schedule agree to indemnify the Insured in the manner and to the extent stated herein for all sums for which the Insured shall become legally liable including claimant's costs.

Signed at Windhoek this day of ~~2012~~2013

For and on behalf of the Insurers

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MASTER SCHEDULE

THE INSURED:	As indicated on the individual Certificates of Insurance
CERTIFICATES OF INSURANCE:	The Insurers agree that this Policy is a Master Policy in terms of which Certificates of Insurance will be issued as evidence of insurance in respect of each Insured Contract.
BUSINESS:	All past and present activities of the Insured and the Insured's predecessors in similar business
THE INSURERS:	Santam Limited Namibia
POLICY NUMBER:	
TERRITORIAL LIMITS:	Worldwide but not in connection with any business carried on by the Insured at or from premises within or any contract for the performance of work within North America.
PERIOD OF INSURANCE	As indicated on the Individual Certificates of Insurance
RETROACTIVE DATE:	As indicated on the Individual Certificates of Insurance
PREMIUM:	As indicated on the Individual Certificates of Insurance
BROKER:	Marsh Namibia (Pty) Limited

SCHEDULE OF LIMITS OF INDEMNITY

As indicated on the Individual Certificates of Insurance

SCHEDULE OF DEDUCTIBLES

As indicated on the Individual Certificates of Insurance

APPLICATION OF INDEMNITY CLAUSE

The Indemnity in terms of this Policy applies only to such liability as defined by each Section of this Policy arising out of the Business of the Insured specified in the Schedule.

In respect Section(s) marked LO for Losses Occurring in the Schedule of Limits of Indemnity, indemnity applies in respect of Injury or Damage occurring during the Period of Insurance.

In respect of the Section(s) marked CM for Claims Made this insurance will apply only to claims first made against the Insured during the Period of Insurance (or within 60 days of expiry unless further insurance in substitution hereof has been effected by or on behalf of the Insured which will indemnify the Insured in respect of such losses). This insurance will not apply to any claims made against the Insured:

1. arising from circumstances known to the Insured at the inception or renewal date of this Policy which could reasonably have been foreseen to give rise to a claim against the Insured; nor

2. arising from any circumstances advised to the insurers of any other policy prior to the inception date hereof; nor

3. arising from Injury or Damage or any actual or alleged neglect, error or omission (as provided for in Section PI – Professional Indemnity) occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.

If, however, subject always to the above provisions, the Insured notifies Insurers during the period of this Policy in accordance with General Condition 1 hereof of any circumstance occurring during the period from the applicable retroactive date to the expiry date of this Policy, then any claim or claims which may subsequently arise in connection with such circumstances shall be treated as having been made during the period of this Policy.

LIMITS OF INDEMNITY

Insurers' total liability to pay damages and claimants' costs and expenses and also Costs and Expenses, in connection therewith shall not exceed the sum stated in the Schedule of Limits of Indemnity for each Section in respect of any one Occurrence or claim as stated in each Section of the Policy and, where stated, in the Annual Aggregate per section. The limits of indemnity are in excess of the Deductible and/or Self-insured Retention.

Should any limit of Indemnity in respect of any Section of the Policy which provides cover on a Losses Occurring basis, be altered during the Period of Insurance the original Limit of Indemnity shall apply to all claims made or deemed to have been made or arising out of any Occurrence prior to the date of such alteration.

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one Section of this Policy, each Section shall apply separately and be subject to its own separate limits of indemnity provided always that the total amount of Insurers' liability shall be limited to the greatest Indemnity Limit available under any one of the Sections affording indemnity for the claim or series of claims.

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 the Insurers will include the amount of such tax in the final settlement of any claim under this Policy in addition to the Limits of Indemnity.

DEDUCTIBLES

The Deductible amounts stated in the Schedule of Deductibles apply each and every claim or series of claims arising out of an Occurrence. The Deductibles shall not be cumulative and where an Occurrence could give rise to the application of more than one Deductible, only the higher Deductible shall apply.

SELF-INSURED RETENTION

After application of the Deductible, the Insured shall in addition be liable for the Any One Loss Amount as stated in the Schedule of Deductibles of each claim provided that the maximum amount so payable by the Insured shall not, in the Period of Insurance, exceed the Aggregate Amount stated in the Schedule of Deductibles.

COSTS AND EXPENSES

The Insurers will pay Costs and Expenses in respect of any Occurrence or claim incurred with their written consent (which consent shall not be unreasonably withheld), provided that the Insurers' liability shall not exceed the Limit of Indemnity stated in the Schedule of Limits of Indemnity inclusive of such Costs and Expenses.

MANIFESTATION CLAUSE

Where it is not otherwise possible to ascertain the timing of Injury or the Damage, then for the purposes of determining the indemnity granted

1. the Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury.

2. the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

JURISDICTION

The indemnity provided by this Policy applies in respect of any judgement, award or settlement made anywhere in the world other than in North America (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

DEFINITIONS

For the purpose of this Policy the following terms shall mean:

1. INJURY

Death, bodily or mental injury, illness or disease, invasion of the rights of privacy, detention, false imprisonment, false eviction, discrimination, distress and mental anguish of or to any person.

2. DAMAGE

Loss of or damage to tangible property and includes nuisance, trespass and impairment or diminution of or other interference with any right or light or air or way or water or easement of other environmental right or amenity or any lie cause.

3. PRODUCT

Any tangible property including labels and/or containers (other than a vehicle) after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but not food and drink provided mainly to the Insured's Employees as a staff benefit.

4. EMPLOYEE

4.1 any person employed under a contract of service or apprenticeship with the Insured;

4.2 any person engaged by or seconded to the Insured (including a volunteer worker) whilst performing any function for or on behalf of the Insured;

4.3 any person engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only.

5. VEHICLE

Any self-propelled land vehicle and any trailer, semi-trailer or caravan whilst attached thereto (including any machinery or apparatus attached thereto) other than Mobile Equipment, railway locomotives and rolling stock.

6. MOBILE EQUIPMENT

Land vehicles (including any machinery or apparatus attached thereto) whether or not self-propelled.

6.1 not subject to motor vehicle registration; or

6.2 maintained for use exclusively on premises owned by or rented to the Insured, including the ways immediately adjoining; or

6.3 designed for use principally off public roads; or

6.4 designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air-compressors, pumps and generators including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.

7. OCCURRENCE

An event or series of events or continuous or repeated exposure to the same or similar set of conditions which unexpectedly or unintentionally results in liability as insured in terms of this Policy. All such exposure to substantially the same general conditions at or emanating from one premises or location shall be deemed an occurrence.

A series of accidents or events following as a consequence of one original cause or happening at an identifiable point in time or happening as a result of an identifiable source in respect of Products shall be deemed to be one Occurrence and as having occurred during the Period of Insurance when the first accident or event happens irrespective of the period over which such accidents or events happen at some future date.

8. COSTS AND EXPENSES

Costs, charges and expenses incurred by the Insured

8.1 in the defence or settlement of any claim under this Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Policy;

8.2 in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Policy and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy;

8.3 for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy.

9. POLLUTION

Pollution shall mean:

9.1 the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water-course or body of water;

9.2 the generation of smells, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena, but not fire or explosion.

10. NORTH AMERICA

North America shall mean the United States of America and Canada and any territory operating under the laws of the United States of America or Canada.

11. DATA

any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and application software, discs in whatever form, tapes, drives, cells, data processing devices or any other media which form part of or are used in connection with any electronically controlled equipment.

GENERAL EXTENSIONS

1. INDEMNITY TO OTHERS

The indemnity granted shall extend:

1.1 in the event of the death or legal incompetency of the Insured, to the estate, heirs, legal representatives or assignees of the Insured;

1.2 to any legal representative of the Insured in the event of the bankruptcy or insolvency of the Insured;

1.3 to any person who was or is or may hereafter be a director, officer or Employee of the Insured and such consultants of the Insured as are declared to the Insurers from time to time in their business capacity in respect of liability arising out of the conduct of the Business and/or in their private capacity arising out of their temporary engagement of the Insured’s employees,

and, at the option of the named Insured, to:

1.4 any contractor of the Insured or subcontractor of such contractor;

1.5 any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity;

1.6 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security units, welfare organisations and visiting sports teams and members thereof and the like in their respective capacity as such;

1.7 the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person;

1.8 to any person who is driving or using a Vehicle on the Insured’s order or with the Insured’s permission provided that:

1.8.1 such person driving such Vehicle has not been refused any motor insurance or continuance thereof by any insurer

1.8.2 indemnity shall not apply in respect of claims made by any member of the same household as such person

1.8.3 such person is not entitled to indemnity under any other policy except of any amount not recoverable thereunder

Provided always that all such persons, parties or entities shall observe, fulfil and be subject to the terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the named Insured had the claim been brought against the named Insured.

Notwithstanding the generality of the cover provided by clause 1.5 above, it is hereby noted and agreed that the cover afforded by this Policy is specifically extended to indemnify a landowner against legal liability for Injury or Damage as defined in this Policy which may arise from the hunting activities of the Insured.

Provided always that no greater indemnity is available to such landowner than would have been provided had the claim been brought directly against the Insured, subject otherwise to any applicable contractual limitation or exclusion of liability that may apply between the landowner and Insured, and the terms, limitations, Conditions and Exclusions of this Policy.

Provided further that the landowner is not indemnified under any other policy of insurance and the Insured has obtained prior permission from such landowner and is in possession of a permit to hunt on the property.

2. CROSS LIABILITIES

Each legal entity indemnified is indemnified separately in respect of claims made against any of them by any other provided that the Insurers' total liability shall not exceed the applicable Limit of Indemnity. The Insurers shall not exercise rights of recourse against any such entity.

3. CLAIMS PREPARATION COSTS

The insurance under this Policy is extended to include costs incurred by the Insured in producing and certifying any particulars or details required by Insurers in order to investigate any claim, provided that the liability of Insurers for such costs shall not exceed the sum stated in the Schedule of Limits of Indemnity in respect of any one claim.

SECTION GL – GENERAL LIABILITY

INDEMNITY CLAUSE

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay arising out of Injury or Damage.

SPECIFIC EXCLUSIONS

This Section does not cover liability:-

1. arising out of the ownership, possession or use by or on behalf of the Insured of any Vehicle other than:

   1.1 caused by the use as a tool of trade of any Vehicle or of plant forming part of or attached to or used in connection with any Vehicle;

   1.2 arising out of the transportation of any goods by or on behalf of the Insured including the loading or unloading or the bringing or taking away of a load from any Vehicle beyond the limits of any public thoroughfare;

   1.3 for damage to any bridge, weigh-bridge, road or thoroughfare or anything beneath caused by the weight of any Vehicle or of the load carried thereon;

   1.4 arising out of any Vehicle temporarily on the Insured's premises using the parking facilities provided by the Insured;

   1.5 arising out of the possession or use by or on behalf of the Insured of any Vehicle the property of any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies to the extent of any requirement by Statute or Statutory regulations;

   1.6 a trailer not attached to and not having become unintentionally detached from a self-propelled vehicle;

   1.7 any vehicle, trailer, locomotive or rolling stock belonging to any rail service provider while used by or on behalf of the Insured at any railway siding;

   except to the extent that cover is provided in terms of compulsory or other motor vehicle insurance.

2. for Damage to property owned, leased or hired by or under hire purchase with or on loan to the Insured or otherwise in the Insured's care, custody or control other than:-

   2.1 premises occupied or tenanted by the Insured;

   2.2 premises temporarily occupied by the Insured for work therein;

   2.3 directors', employees' and visitors' clothing or personal effects;

   2.4 property temporarily in the Insured's possession for work thereon, but excluding that part of the property on which the Insured is working and which arises out of such work;

   2.5 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;

   2.6 for Damage to property belonging to any rail service provider while in the Insured's custody or control;

3. for Injury or Damage arising out of the ownership, possession or use of any self-propelled watercraft or hovercraft (other than watercraft and hovercraft not exceeding 15 metres in length and then only whilst such craft is on land or is being used on inland waterways or estuaries) or the ownership, possession or use of any aircraft;

4. arising out of the nature or condition of any Product;

5. for Injury to any Employee where such Injury arises from and in the course of employment;

6. consequent upon Injury or Damage caused by or through or in connection with any design formula specification or advice given or treatment (other than first aid treatment) of a professional nature given or administered by or at the direction of the Insured;

7. damage caused by dewatering operations giving rise to subsidence and/or collapse or by the removal or weakening of or interference with support to any land building or other structure;

8. caused by or arising from claims for the cost of repair inspection alteration correction or replacement or making good of any defective workmanship or materials or any defect in any Product of the Insured.

9. arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named.

10. arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operations or navigational aid facilities.

SECTION PL – PRODUCTS LIABILITY

INDEMNITY CLAUSE

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay compensation (which term shall include damages and claimants expenses) arising out of Injury or Damage arising out of the nature or condition of or in connection with any Product.

The Insurers will also indemnify the Insured in accordance with the Application of Indemnity Clause for the cost of repairing or replacing or making good any defective workmanship on, or any defect in any Product but only any part or parts of the Product free of such defect and provided always that no liability is covered hereunder for the loss of use of any such defective Product or part or parts thereof.

SPECIFIC EXCLUSIONS

This Section does not cover:-

1. the cost of repair, reconditioning or replacement of any Product or part thereof except as expressly stated in the second paragraph of the Indemnity Clause above;

   For the purposes of this Exclusion the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product;

2. costs incurred by the Insured in the recall of any defective Product or part thereof;

3. any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft;

   For the purposes of this Exclusion the word "structure" excludes fixtures, fittings, furnishings and the like attached to or contained within the aircraft structure;

4. the failure of any Product or any part thereof to fulfil its intended function, or to perform as specified warranted or guaranteed, but this Exclusion shall not apply to consequent Injury or Damage;

5. liability arising out of any Product (including any marketing advisory service in connection with any Product) within North America where such Product was to the knowledge of the Insured intended for sale or resale in North America.

6. liability arising out of the design, formula, specification, treatment or advice by or on behalf of the Insured unless in connection with a product.

SECTION PI - PROFESSIONAL INDEMNITY

INDEMNITY CLAUSE

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in respect of any actual or alleged neglect, error or omission by or on behalf of the Insured in the conduct or execution of their professional activities.

SPECIFIC EXCLUSIONS

This Section does not cover liability:

1. arising out of any dishonest or malicious act or omission of the Insured, their predecessors in business or any director, officer or Employee of the Insured or their predecessors;

2. for 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 full or part time service of the Insured;

3. failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to unintentional negligent act, error or omission in connection with detailed design and / or detailed specification;

4. notwithstanding anything to the contrary contained in General Extension 1 (Indemnity to Others) and General Extension 2 (Cross Liabilities), for loss of or damage to any property of any Insured or any financial loss sustained by any Insured arising out of the provision of professional services by any contractor or consultant;

5. consequent upon Injury or Damage caused by or through or in connection with any design formula specification or advice given or treatment of a professional nature covered by any other section of this Policy;

6. for claims made against the Insured or any director or employee of the Insured while acting in his/her capacity as a director or officer of any company;

7. arising out of:

   7.1 wrongful arrest, including assault in connection therewith
   7.2 wrongful dismissal of an employee
   7.3 defamation or injuria

8. arising out of the Insured's advertising activities for defamation, invasion of privacy, piracy or unfair competition, misappropriation under an implied contract;

9. arising out of infringement of copyright;

10. arising out of any neglect, error or omission by the Insured in the estimation of probable costs

11. arising out of the procurement of:

    11.1 finance for any project
    11.2 contract guarantees or suppliers guarantees

12. arising out of the giving by the Insured of any express warranty or guarantee which increases the Insured's measure of liability;

13. arising out of any advisory and administrative services in connection with assurance, insurance, provident funds and medical aid;

14. arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into any agreement with the Insured.

SECTION PAL - PASSENGER LIABILITY POLICY

INDEMNITY CLAUSE

The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in the event of an accident caused by or through or in connection with any Vehicle resulting in Injury to any persons carried in or upon or entering or getting onto or alighting from any Vehicle but excluding 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.

SPECIFIC EXCLUSIONS

This Section does not cover liability:

1. arising out of any circumstances compulsorily insurable by legislation governing the use of any Vehicle

2. whilst the Vehicle is being used for racing speed or other contests rallies or trials

3. for claims if the persons carried exceeds the Vehicles carrying capacity for which it is constructed or licensed to carry

4. whilst the Vehicle is being used other than in Africa South of the Sahara

5. incurred while any Vehicle is being driven by:

   5.1 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) or while not licensed to drive such Vehicle

   5.2 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) or who is not licensed to drive such Vehicle.

   provided that 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 Exclusion 4 above or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal 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 learners:

SPECIFIC WARRANTY

1. warranted that the transport of hazardous substances is in compliance with chapter VIII of the Road Traffic Act 1996 (Act 93 of 1996) or any Act passed in substitution thereof or any equivalent legislation in Namibia.

SPECIFIC CONDITION

1. If during the currency of this Policy any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled or if they or he shall be charged or convicted of negligence, reckless or improper driving, notification shall be sent in writing to the Insurers immediately the Insured have knowledge of such fact.

SPECIFIC EXTENSION

1. Notwithstanding anything to the contrary in Specific Exclusion 5 this Section extends to indemnify the Insured whilst any Vehicle is being driven by an unlicensed person provided that a driving licence is not required by law.

SPECIFIC EXTENSION

2. Notwithstanding anything to the contrary in Specific Exclusion 5 this Section extends to indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in the event of an accident caused by or through or in connection with any Vehicle resulting in Injury to any paying guest engaged in hunting activities carried in or upon or entering or getting onto or alighting from any Vehicle and only whilst on private property.

SPECIFIC EXCLUSIONS TO SPECIFIC EXTENSION 2

This Extension 2 does not cover liability:

2.1 arising out of any circumstances involving a Vehicle, which is not in a reasonably sound mechanical and physical condition.

2.2 arising out of any circumstance involving an unlicenced driver unless such driver has undergone training and possesses driving skills reasonably considered necessary for the type and class of vehicle operated and the terrain on which the vehicle is to be driven.

2.3 arising where the driver is disqualified in terms of Section 34 of the Traffic and Transport Act 22 of 1999 (as amended or replaced with similar legislation) from obtaining a learner's or driving licence.

GENERAL EXCLUSIONS

This Policy does not cover liability:

1. 1.1 for Injury or Damage directly or indirectly caused by Pollution provided always that this Exclusion 1.1 shall not apply to liability for Injury or Damage where such Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

   1.2 for the cost of removing, nullifying or cleaning-up the effects of such Pollution unless the Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

   this Exclusion shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Exclusion not been incorporated herein.

2. arising out of the deliberate, conscious and intentional disregard by the Insured's technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim;

3. for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

   (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

   (2) any act of terrorism

   For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

   (3) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way to (1) and (2) above

   If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

   In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. directly or indirectly caused by or contributed to by or arising from:-

   4.1 nuclear weapons material, ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

   4.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

For the purposes of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.

This General Exclusion will not apply to liability arising from the ownership, possession or use by or on behalf of the Insured, of radioactive isotopes.

5. for punitive, exemplary or multiple damages;

6. for fines, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties;

7. for any amounts including damages, claimants' costs and expenses and the Insured's Costs and Expenses falling within the Deductible(s) and/or Self-Insured Retention, if any.

8. whether actual or alleged 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. This Exception does not apply to any Personal or Motor Liability Sections, if included in the Policy.

9. for loss of, destruction of, or damage to or any consequential loss including but not limited to reduction or diminution of market or aesthetic value of any flora other than:

i) cultivated agricultural crops or plantations or growing timber

ii) grazing for domestic animals

arising out of fire or the spread of fire

10. arising out of the spread of any veterinary disease

11. any claim or series of claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose;

12. in respect of death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, liability for death of or bodily injury which:

12.1. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle; or

12.2. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability;

12.2.1 the Insured is compelled to effect insurance or otherwise furnish security; or

12.2.2 the State or other governmental authority has accepted responsibility.

12.3. is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

this General Exclusion 12 shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

13. for loss or damage (including detrimental change) and any consequence therefrom to any Data howsoever caused.

GENERAL CONDITIONS

1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear;

2. This Policy will be governed by the laws of Namibia, whose courts shall have jurisdiction in any dispute arising hereunder;

3. The due observance and fulfillment of any of the provisions of this Policy that require anything to be done or complied with by the Insured and the truth of the answers and statements in the information supplied by the Insured or on his behalf are precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy;

4. The Insured shall give notice to the Insurers as soon as reasonably practicable of any claim made against the Insured. The Insured shall give notice to the Insurers of any Occurrence of which the Insured becomes aware that may give rise to a claim under this Policy as soon as reasonably possible but in any event (in respect of such sections of the Policy which indemnify the Insured for claims first made during the Period of Insurance) not more than 60 days after the expiry of the Period of Insurance and shall give all such additional information as the Insurers may require. The Insured shall furnish the Insurers with all information available respecting such claim, and the Insurers shall have the right to appoint adjusters, assessors or surveyors and to control all negotiations, adjustments and settlements in connection with such claim;

5. If any claim under this Policy is in any respect fraudulent all benefit in respect of such claim shall be forfeited;

6. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers (which consent shall not be unreasonably withheld) who shall be entitled, but not obliged, to take over and conduct in the name of the Insured the defence or settlement of any claim or to 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 and the Insured shall give all such information and assistance as the Insurers may reasonably require;

7. The Insurers may at any time pay to the Insured in connection with any claim or series of claims under the Policy the appropriate Limit of Indemnity or any lesser amount for which such claim can be settled, plus Costs and Expenses incurred prior to the date of such payment, provided that the total amount so payable including such Costs and Expenses shall not exceed the Limit of Indemnity, and upon payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims;

8. If any claim made against the Insured during the Period of Insurance shall form the subject of indemnity by any other current policy effected by the Insured, such claim shall, subject to the provisions of this Policy, be a claim in terms of this Policy only in respect of any excess beyond the amount payable by such other insurance. However, in respect of Section PI – Professional Indemnity should the Insured / Insured Persons be indemnifiable in terms of any other policy issued by the Insurers named in the General Schedule, the Insured or Insured Persons shall only be indemnified the extent of the highest applicable limit of indemnity;

9. Each Section of this Policy excludes any liability more specifically indemnified under any other Section;

10. The Insured shall give notice to the Insurers, as soon as reasonably practicable, of any material variation in any of the facts or information supplied to the Insurers by or on behalf of the Insured at the time this Policy or Section was effected or reviewed. The Insurer may amend the Terms of this Policy or Section according to the materiality of such information;

11. Where the premium is based provisionally on the Insured's estimates, the Insured shall keep an accurate record containing all particulars relative thereto and as soon as possible after expiry of the Period of Insurance provide the Insurers with such particulars and information as the Insurers may require to enable the Premium to be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where the estimates include remuneration to Employees, the required particulars shall include remuneration to all persons defined as Employee;

12. This Policy or any Section may be cancelled at any time by Insurers giving 90 days notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall be entitled to refund premium pro-rata to the unexpired period of insurance.

13. The Insured shall at all times comply with the requirements of the National Veld & Forest Fire Act 1998, or the equivalent legislation in Namibia or any amendments to or Act passed in substitution thereof.

14. The Insured shall at all times comply with the requirements of the National Tourism Board Act, Regulations and Ordinances promulgated and amended from time to time

~~APPLICATION OF INDEMNITY CLAUSE~~

~~The Indemnity in terms of this Policy applies only to such liability as defined by each Section of this Policy arising out of the Business of the Insured specified in the Schedule.~~

~~In respect Section(s) marked LO for Losses Occurring in the Schedule of Limits of Indemnity, indemnity applies in respect of Injury or Damage occurring during the Period of Insurance.~~

~~In respect of the Section(s) marked CM for Claims Made this insurance will apply only to claims first made against the Insured during the Period of Insurance (or within 60 days of expiry unless further insurance in substitution hereof has been effected by or on behalf of the Insured which will indemnify the Insured in respect of such losses). This insurance will not apply to any claims made against the Insured:~~

~~1. arising from circumstances known to the Insured at the inception or renewal date of this Policy which could reasonably have been foreseen to give rise to a claim against the Insured; nor~~

~~2. arising from any circumstances advised to the insurers of any other policy prior to the inception date hereof; nor~~

~~3. arising from Injury or Damage or any actual or alleged neglect, error or omission (as provided for in Section PI – Professional Indemnity) occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.~~

~~If, however, subject always to the above provisions, the Insured notifies Insurers during the period of this Policy in accordance with General Condition 1 hereof of any circumstance occurring during the period from the applicable retroactive date to the expiry date of this Policy, then any claim or claims which may subsequently arise in connection with such circumstances shall be treated as having been made during the period of this Policy.~~

~~LIMITS OF INDEMNITY~~

~~Insurers' total liability to pay damages and claimants' costs and expenses and also Costs and Expenses, in connection therewith shall not exceed the sum stated in the Schedule of Limits of Indemnity for each Section in respect of any one Occurrence or claim as stated in each Section of the Policy and, where stated, in the Annual Aggregate per section. The limits of indemnity are in excess of the Deductible and/or Self-insured Retention.~~

~~Should any limit of Indemnity in respect of any Section of the Policy which provides cover on a Losses Occurring basis, be altered during the Period of Insurance the original Limit of Indemnity shall apply to all claims made or deemed to have been made or arising out of any Occurrence prior to the date of such alteration.~~

~~In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one Section of this Policy, each Section shall apply separately and be subject to its own separate limits of indemnity provided always that the total amount of Insurers' liability shall be limited to the greatest Indemnity Limit available under any one of the Sections affording indemnity for the claim or series of claims.~~

~~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 the Insurers will include the amount of such tax in the final settlement of any claim under this Policy in addition to the Limits of Indemnity.~~

~~DEDUCTIBLES~~

~~The Deductible amounts stated in the Schedule of Deductibles apply each and every claim or series of claims arising out of an Occurrence. The Deductibles shall not be cumulative and where an Occurrence could give rise to the application of more than one Deductible, only the higher Deductible shall apply.~~

~~SELF-INSURED RETENTION~~

~~After application of the Deductible, the Insured shall in addition be liable for the Any One Loss Amount as stated in the Schedule of Deductibles of each claim provided that the maximum amount so payable by the Insured shall not, in the Period of Insurance, exceed the Aggregate Amount stated in the Schedule of Deductibles.~~

~~COSTS AND EXPENSES~~

~~The Insurers will pay Costs and Expenses in respect of any Occurrence or claim incurred with their written consent (which consent shall not be unreasonably withheld), provided that the Insurers' liability shall not exceed the Limit of Indemnity stated in the Schedule of Limits of Indemnity inclusive of such Costs and Expenses.~~

~~MANIFESTATION CLAUSE~~

~~Where it is not otherwise possible to ascertain the timing of Injury or the Damage, then for the purposes of determining the indemnity granted~~

~~1. the Injury shall be deemed to have occurred when the claimant first consulted a qualified medical practitioner regarding such Injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the Injury shall be deemed to have occurred when the Insured was first advised of the Injury.~~

~~2. the Damage shall be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.~~

~~JURISDICTION~~

~~The indemnity provided by this Policy applies in respect of any judgement, award or settlement made anywhere in the world other than in North America (or any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).~~

~~DEFINITIONS~~

~~For the purpose of this Policy the following terms shall mean:~~

~~1. INJURY~~

~~Death, bodily or mental injury, illness or disease, invasion of the rights of privacy, detention, false imprisonment, false eviction, discrimination, distress and mental anguish of or to any person.~~

~~2. DAMAGE~~

~~Loss of or damage to tangible property and includes nuisance, trespass and impairment or diminution of or other interference with any right or light or air or way or water or easement of other environmental right or amenity or any lie cause.~~

~~3. PRODUCT~~

~~Any tangible property including labels and/or containers (other than a vehicle) after it has left the custody or control of the Insured which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but not food and drink provided mainly to the Insured's Employees as a staff benefit.~~

~~4. EMPLOYEE~~

~~4.1 any person employed under a contract of service or apprenticeship with the Insured;~~

~~4.2 any person engaged by or seconded to the Insured (including a volunteer worker) whilst performing any function for or on behalf of the Insured;~~

~~4.3 any person engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only.~~

~~5. VEHICLE~~

~~Any self-propelled land vehicle and any trailer, semi-trailer or caravan whilst attached thereto (including any machinery or apparatus attached thereto) other than Mobile Equipment, railway locomotives and rolling stock.~~

~~6. MOBILE EQUIPMENT~~

~~Land vehicles (including any machinery or apparatus attached thereto) whether or not self-propelled.~~

~~6.1 not subject to motor vehicle registration; or~~

~~6.2 maintained for use exclusively on premises owned by or rented to the Insured, including the ways immediately adjoining; or~~

~~6.3 designed for use principally off public roads; or~~

~~6.4 designed or maintained for the sole purpose of affording mobility to equipment of the following types forming an integral part of or permanently attached to such vehicles: power cranes, shovels, loaders, diggers and drills, concrete mixers (other than the mix-in-transit type), graders, scrapers, rollers and other road construction or repair equipment, air compressors, pumps and generators including spraying, welding and building cleaning equipment, and geophysical exploration and well servicing equipment.~~

~~7. OCCURRENCE~~

~~An event or series of events or continuous or repeated exposure to the same or similar set of conditions which unexpectedly or unintentionally results in liability as insured in terms of this Policy. All such exposure to substantially the same general conditions at or emanating from one premises or location shall be deemed an occurrence.~~

~~A series of accidents or events following as a consequence of one original cause or happening at an identifiable point in time or happening as a result of an identifiable source in respect of Products shall be deemed to be one Occurrence and as having occurred during the Period of Insurance when the first accident or event happens irrespective of the period over which such accidents or events happen at some future date.~~

~~8. COSTS AND EXPENSES~~

~~Costs, charges and expenses incurred by the Insured~~

~~8.1 in the defence or settlement of any claim under this Policy or any action or prosecution brought against the Insured in respect of Injury or Damage or other liability as insured in terms of this Policy;~~

~~8.2 in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Policy and/or in defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this Policy;~~

~~8.3 for such emergency medical treatment as may appear necessary in respect of Injury which may form the subject of indemnity by this Policy.~~

~~9. POLLUTION~~

~~Pollution shall mean:~~

~~9.1 the emission, discharge, dispersal, disposal, seepage, release or escape of any liquid, solid, gaseous or thermal irritant, contaminant or pollutant into or upon land, the atmosphere or any water-course or body of water;~~

~~9.2 the generation of smells, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory phenomena, but not fire or explosion.~~

~~10. NORTH AMERICA~~

~~North America shall mean the United States of America and Canada and any territory operating under the laws of the United States of America or Canada.~~

~~11. DATA~~

~~any information, facts or programs stored as or on, created or used on, or transmitted to or from computer software including systems and application software, discs in whatever form, tapes, drives, cells, data processing devices or any other media which form part of or are used in connection with any electronically controlled equipment.~~

~~GENERAL EXTENSIONS~~

~~1. INDEMNITY TO OTHERS~~

~~The indemnity granted shall extend:~~

~~1.1 in the event of the death or legal incompetency of the Insured, to the estate, heirs, legal representatives or assignees of the Insured;~~

~~1.2 to any legal representative of the Insured in the event of the bankruptcy or insolvency of the Insured;~~

~~1.3 to any person who was or is or may hereafter be a director, officer or Employee of the Insured and such consultants of the Insured as are declared to the Insurers from time to time in their business capacity in respect of liability arising out of the conduct of the Business and/or in their private capacity arising out of their temporary engagement of the Insured's employees,~~

~~and, at the option of the named Insured, to:~~

~~1.4 any contractor of the Insured or subcontractor of such contractor;~~

~~1.5 any party who enters into an agreement with the Insured for any purpose of the Business, but only to the extent required by such agreement to grant such indemnity;~~

~~1.6 the officers, committees and members of the Insured's canteen, social, sports, medical, fire fighting, security units, welfare organisations and visiting sports teams and members thereof and the like in their respective capacity as such;~~

~~1.7 the personal representatives of any person indemnified by reason of this Extension in respect of liability incurred by such person.~~

~~1.8 to any person who is driving or using a Vehicle on the Insured's order or with the Insured's permission provided that :~~

~~1.8.1 such person driving such Vehicle has not been refused any motor insurance or continuance thereof by any insurer~~

~~1.8.2 indemnity shall not apply in respect of claims made by any member of the same household as such person~~

~~1.8.3 such person is not entitled to indemnity under any other policy except of any amount not recoverable thereunder~~

~~Provided always that all such persons, parties or entities shall observe, fulfil and be subject to the terms, Exclusions and Conditions of this Policy as though they were the Insured and no greater indemnity is available to any of the aforesaid than would have been to the named Insured had the claim been brought against the named Insured.~~

~~2. CROSS LIABILITIES~~

~~Each legal entity indemnified is indemnified separately in respect of claims made against any of them by any other provided that the Insurers' total liability shall not exceed the applicable Limit of Indemnity. The Insurers shall not exercise rights of recourse against any such entity.~~

~~3. CLAIMS PREPARATION COSTS~~

~~The insurance under this Policy is extended to include costs incurred by the Insured in producing and certifying any particulars or details required by Insurers in order to investigate any claim, provided that the liability of Insurers for such costs shall not exceed the sum stated in the Schedule of Limits of Indemnity in respect of any one claim.~~

~~SECTION GL – GENERAL LIABILITY~~

~~INDEMNITY CLAUSE~~

~~The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay arising out of Injury or Damage.~~

~~SPECIFIC EXCLUSIONS~~

~~This Section does not cover liability :-~~

~~1. arising out of the ownership, possession or use by or on behalf of the Insured of any Vehicle other than:~~

~~1.1 caused by the use as a tool of trade of any Vehicle or of plant forming part of or attached to or used in connection with any Vehicle;~~

~~1.2 arising out of the transportation of any goods by or on behalf of the Insured including the loading or unloading or the bringing or taking away of a load from any Vehicle beyond the limits of any public thoroughfare;~~

~~1.3 for damage to any bridge, weigh-bridge, road or thoroughfare or anything beneath caused by the weight of any Vehicle or of the load carried thereon;~~

~~1.4 arising out of any Vehicle temporarily on the Insured's premises using the parking facilities provided by the Insured;~~

~~1.5 arising out of the possession or use by or on behalf of the Insured of any Vehicle the property of any rail service provider, government or quasi-government departments, provincial administrations, municipalities and/or similar bodies to the extent of any requirement by Statute or Statutory regulations;~~

~~1.6 a trailer not attached to and not having become unintentionally detached from a self-propelled vehicle;~~

~~1.7 any vehicle, trailer, locomotive or rolling stock belonging to any rail service provider while used by or on behalf of the Insured at any railway siding;~~

~~except to the extent that cover is provided in terms of compulsory or other motor vehicle insurance.~~

~~2. for Damage to property owned, leased or hired by or under hire purchase with or on loan to the Insured or otherwise in the Insured's care, custody or control other than:-~~

~~2.1 premises occupied or tenanted by the Insured;~~

~~2.2 premises temporarily occupied by the Insured for work therein;~~

~~2.3 directors', employees' and visitors' clothing or personal effects;~~

~~2.4 property temporarily in the Insured's possession for work thereon, but excluding that part of the property on which the Insured is working and which arises out of such work;~~

~~2.5 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;~~

~~2.6 for Damage to property belonging to any rail service provider while in the Insured's custody or control;~~

~~3. for Injury or Damage arising out of the ownership, possession or use of any self-propelled watercraft or hovercraft (other than watercraft and hovercraft not exceeding 15 metres in length and then only whilst such craft is on land or is being used on inland waterways or estuaries) or the ownership, possession or use of any aircraft;~~

~~4. arising out of the nature or condition of any Product;~~

~~5. for Injury to any Employee where such Injury arises from and in the course of employment;~~

~~6. consequent upon Injury or Damage caused by or through or in connection with any design formula specification or advice given or treatment (other than first aid treatment) of a professional nature given or administered by or at the direction of the Insured;~~

~~7. damage caused by dewatering operations giving rise to subsidence and/or collapse or by the removal or weakening of or interference with support to any land building or other structure;~~

~~8. caused by or arising from claims for the cost of repair inspection alteration correction or replacement or making good of any defective workmanship or materials or any defect in any Product of the Insured.~~

~~9. arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any syndrome or condition of a similar kind howsoever it shall be named.~~

~~10. arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad other than airstrips or helicopter pads which are not equipped with control tower operations or navigational aid facilities.~~

~~SECTION PL – PRODUCTS LIABILITY~~

~~INDEMNITY CLAUSE~~

~~The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay compensation (which term shall include damages and claimants expenses) arising out of Injury or Damage arising out of the nature or condition of or in connection with any Product.~~

~~The Insurers will also indemnify the Insured in accordance with the Application of Indemnity Clause for the cost of repairing or replacing or making good any defective workmanship on, or any defect in any Product but only any part or parts of the Product free of such defect and provided always that no liability is covered hereunder for the loss of use of any such defective Product or part or parts thereof.~~

~~SPECIFIC EXCLUSIONS~~

~~This Section does not cover:-~~

~~1. the cost of repair, reconditioning or replacement of any Product or part thereof except as expressly stated in the second paragraph of the Indemnity Clause above;~~

~~For the purposes of this Exclusion the term "replacement" shall be deemed to include any credit or refund granted or alternative Product provided by or on behalf of the Insured in lieu of replacement of the defective Product;~~

~~2. costs incurred by the Insured in the recall of any defective Product or part thereof;~~

~~3. any Product which with the Insured's knowledge is intended for incorporation into the structure, machinery or controls of any aircraft;~~

~~For the purposes of this Exclusion the word "structure" excludes fixtures, fittings, furnishings and the like attached to or contained within the aircraft structure;~~

~~4. the failure of any Product or any part thereof to fulfil its intended function, or to perform as specified warranted or guaranteed, but this Exclusion shall not apply to consequent Injury or Damage;~~

~~5. liability arising out of any Product (including any marketing advisory service in connection with any Product) within North America where such Product was to the knowledge of the Insured intended for sale or resale in North America.~~

~~6. liability arising out of the design, formula, specification, treatment or advice by or on behalf of the Insured unless in connection with a product.~~

~~SECTION PI - PROFESSIONAL INDEMNITY~~

~~INDEMNITY CLAUSE~~

~~The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in respect of any actual or alleged neglect, error or omission by or on behalf of the Insured in the conduct or execution of their professional activities.~~

~~SPECIFIC EXCLUSIONS~~

~~This Section does not cover liability:~~

~~1. arising out of any dishonest or malicious act or omission of the Insured, their predecessors in business or any director, officer or Employee of the Insured or their predecessors;~~

~~2. for 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 full or part time service of the Insured;~~

~~3. failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to unintentional negligent act, error or omission in connection with detailed design and / or detailed specification;~~

~~4. notwithstanding anything to the contrary contained in General Extension 1 (Indemnity to Others) and General Extension 2 (Cross Liabilities), for loss of or damage to any property of any Insured or any financial loss sustained by any Insured arising out of the provision of professional services by any contractor or consultant;~~

~~5. consequent upon Injury or Damage caused by or through or in connection with any design formula specification or advice given or treatment of a professional nature covered by any other section of this Policy;~~

~~6. for claims made against the Insured or any director or employee of the Insured while acting in his/her capacity as a director or officer of any company;~~

~~7. arising out of:~~

~~7.1 wrongful arrest, including assault in connection therewith~~
~~7.2 wrongful dismissal of an employee~~
~~7.3 defamation or injuria~~

~~8. arising out of the Insured's advertising activities for defamation, invasion of privacy, piracy or unfair competition, misappropriation under an implied contract;~~

~~9. arising out of infringement of copyright;~~

~~10. arising out of any neglect, error or omission by the Insured in the estimation of probable costs~~

~~11. arising out of the procurement of:~~

~~11.1 finance for any project~~
~~11.2 contract guarantees or suppliers guarantees~~

~~12. arising out of the giving by the Insured of any express warranty or guarantee which increases the Insured's measure of liability;~~

~~13. arising out of any advisory and administrative services in connection with assurance, insurance, provident funds and medical aid;~~

~~14. arising out of the insolvency, liquidation or judicial management of the Insured or of any party who enters into any agreement with the Insured.~~

~~SECTION PAL - PASSENGER LIABILITY POLICY~~

~~INDEMNITY CLAUSE~~

~~The Insurers will indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in the event of an accident caused by or through or in connection with any Vehicle resulting in Injury to any persons carried in or upon or entering or getting onto or alighting from any Vehicle but excluding 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.~~

~~SPECIFIC EXCLUSIONS~~

~~This Section does not cover liability:~~

~~1. arising out of any circumstances compulsorily insurable by legislation governing the use of any Vehicle~~

~~2. whilst the Vehicle is being used for racing speed or other contests rallies or trials~~

~~3. for claims if the persons carried exceeds the Vehicles carrying capacity for which it is constructed or licensed to carry~~

~~4. whilst the Vehicle is being used other than in Africa South of the Sahara~~

~~5. incurred while any Vehicle is being driven by:~~

~~5.1 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) or while not licensed to drive such Vehicle~~

~~5.2 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) or who is not licensed to drive such Vehicle.~~

~~provided that 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 Exclusion 4 above or if non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal 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 learners:~~

~~SPECIFIC WARRANTY~~

~~1. warranted that the transport of hazardous substances is in compliance with chapter VIII of the Road Traffic Act 1996 (Act 93 of 1996) or any Act passed in substitution thereof or any equivalent legislation in Namibia.~~

~~SPECIFIC CONDITION~~

~~1. If during the currency of this Policy any driver's licence in favour of the Insured or their authorised driver is endorsed, suspended or cancelled or if they or he shall be charged or convicted of negligence, reckless or improper driving, notification shall be sent in writing to the Insurers immediately the Insured have knowledge of such fact.~~

~~SPECIFIC EXTENSION~~

~~1. Notwithstanding anything to the contrary in Specific Exclusion 5 this Section extends to indemnify the Insured whilst any Vehicle is being driven by an unlicensed person provided that a driving licence is not required by law.~~

~~**SPECIFIC EXTENSION**~~

~~2. Notwithstanding anything to the contrary in Specific Exclusion 5 this Section extends to indemnify the Insured in accordance with the Application of Indemnity Clause in respect of all sums which the Insured shall become legally liable to pay in the event of an accident caused by or through or in connection with any Vehicle resulting in Injury to any paying guest engaged in hunting activities carried in or upon or entering or getting onto or alighting from any Vehicle and only whilst on private property.~~

~~**SPECIFIC EXCLUSIONS TO SPECIFIC EXTENSION 2**~~

~~This Extension 2 does not cover liability:~~

~~2.1 arising out of any circumstances involving a Vehicle, which is not in a reasonably sound mechanical and physical condition.~~

~~2.2 arising out of any circumstance involving an unlicenced driver unless such driver has undergone training and possesses driving skills reasonably considered necessary for the type and class of vehicle operated and the terrain on which the vehicle is to be driven.~~

~~2.3 arising where the driver is disqualified in terms of Section 34 of the Traffic and Transport Act 22 of 1999 (as amended or replaced with similar legislation) from obtaining a learner's or driving licence.~~

GENERAL EXCLUSIONS

This Policy does not cover liability:

1. 1.1 for Injury or Damage directly or indirectly caused by Pollution provided always that this Exclusion 1.1 shall not apply to liability for Injury or Damage where such Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

   1.2 for the cost of removing, nullifying or cleaning-up the effects of such Pollution unless the Pollution is caused by a sudden, unintended and unexpected happening occurring during the Period of Insurance;

   this Exclusion shall not extend this Policy to cover any liability which would not have been covered under this Policy had this Exclusion not been incorporated herein.

2. arising out of the deliberate, conscious and intentional disregard by the Insured's technical or administrative management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim;

3. for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

   (1) war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power; or

   (2) any act of terrorism

   For the purpose of this exclusion an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear

   (3) loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way to (1) and (2) above

   If the Insurers allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of proving the contrary shall be upon the Insured.

   In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

4. directly or indirectly caused by or contributed to by or arising from:-

   4.1 nuclear weapons material, ionizing radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;

   4.2 the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

~~For the purposes of this General Exclusion only, combustion shall include any self-sustaining process of nuclear fission.~~

~~This General Exclusion will not apply to liability arising from the ownership, possession or use by or on behalf of the Insured, of radioactive isotopes.~~

~~5. for punitive, exemplary or multiple damages;~~

~~6. for fines, penalty clauses or performance warranties unless liability would have attached in the absence of such clauses or warranties;~~

~~7. for any amounts including damages, claimants' costs and expenses and the Insured's Costs and Expenses falling within the Deductible(s) and/or Self-Insured Retention, if any.~~

~~8. whether actual or alleged 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. This Exception does not apply to any Personal or Motor Liability Sections, if included in the Policy.~~

~~9. for loss of, destruction of, or damage to or any consequential loss including but not limited to reduction or diminution of market or aesthetic value of any flora other than:~~

~~i) cultivated agricultural crops or plantations or growing timber~~

~~ii) grazing for domestic animals~~

~~arising out of fire or the spread of fire~~

~~10. arising out of the spread of any veterinary disease~~

~~11. any claim or series of claims whether actual or alleged howsoever arising in connection with or based upon or arising from or in any way involving actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or as may otherwise arise from or be based upon or relate to any breach of a provision of the Competition Act No. 89 of 1998 as amended or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the Insured's liability arose;~~

~~12. in respect of death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, liability for death of or bodily injury which:~~

~~12.1. is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle; or~~

~~12.2. is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability;~~

~~12.2.1 the Insured is compelled to effect insurance or otherwise furnish security; or~~

~~12.2.2 the State or other governmental authority has accepted responsibility.~~

~~12.3. is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.~~

~~this General Exclusion 12 shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.~~

~~13. for loss or damage (including detrimental change) and any consequence therefrom to any Data howsoever caused.~~

~~GENERAL CONDITIONS~~

~~1. This Policy and the Schedule shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or of the Schedule shall bear such specific meaning wherever it may appear;~~

~~2. This Policy will be governed by the laws of Namibia, whose courts shall have jurisdiction in any dispute arising hereunder;~~

~~3. The due observance and fulfillment of any of the provisions of this Policy that require anything to be done or complied with by the Insured and the truth of the answers and statements in the information supplied by the Insured or on his behalf are precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy;~~

~~4. The Insured shall give notice to the Insurers as soon as reasonably practicable of any claim made against the Insured. The Insured shall give notice to the Insurers of any Occurrence of which the Insured becomes aware that may give rise to a claim under this Policy as soon as reasonably possible but in any event (in respect of such sections of the Policy which indemnify the Insured for claims first made during the Period of Insurance) not more than 60 days after the expiry of the Period of Insurance and shall give all such additional information as the Insurers may require. The Insured shall furnish the Insurers with all information available respecting such claim, and the Insurers shall have the right to appoint adjusters, assessors or surveyors and to control all negotiations, adjustments and settlements in connection with such claim;~~

~~5. If any claim under this Policy is in any respect fraudulent all benefit in respect of such claim shall be forfeited;~~

~~6. No admission, offer, promise or payment shall be made or given by or on behalf of the Insured without the written consent of the Insurers (which consent shall not be unreasonably withheld) who shall be entitled, but not obliged, to take over and conduct in the name of the Insured the defence or settlement of any claim or to 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 and the Insured shall give all such information and assistance as the Insurers may reasonably require;~~

~~7. The Insurers may at any time pay to the Insured in connection with any claim or series of claims under the Policy the appropriate Limit of Indemnity or any lesser amount for which such claim can be settled, plus Costs and Expenses incurred prior to the date of such payment, provided that the total amount so payable including such Costs and Expenses shall not exceed the Limit of Indemnity, and upon payment being made the Insurers shall relinquish the conduct and control of and be under no further liability in connection with such claims;~~

~~8. If any claim made against the Insured during the Period of Insurance shall form the subject of indemnity by any other current policy effected by the Insured, such claim shall, subject to the provisions of this Policy, be a claim in terms of this Policy only in respect of any excess beyond the amount payable by such other insurance. However, in respect of Section PI – Professional Indemnity should the Insured / Insured Persons be indemnifiable in terms of any other policy issued by the Insurers named in the General Schedule, the Insured or Insured Persons shall only be indemnified the extent of the highest applicable limit of indemnity;~~

~~9. Each Section of this Policy excludes any liability more specifically indemnified under any other Section;~~

~~10. The Insured shall give notice to the Insurers, as soon as reasonably practicable, of any material variation in any of the facts or information supplied to the Insurers by or on behalf of the Insured at the time this Policy or Section was effected or reviewed. The Insurer may amend the Terms of this Policy or Section according to the materiality of such information;~~

~~11. Where the premium is based provisionally on the Insured's estimates, the Insured shall keep an accurate record containing all particulars relative thereto and as soon as possible after expiry of the Period of Insurance provide the Insurers with such particulars and information as the Insurers may require to enable the Premium to be adjusted and any difference paid or allowed to the Insured as the case may be subject to any minimum premium that may apply. Where the estimates include remuneration to Employees, the required particulars shall include remuneration to all persons defined as Employee;~~

~~12. This Policy or any Section may be cancelled at any time by Insurers giving 90 days notice in writing (or such other period as may be mutually agreed) or by the Insured giving immediate notice. From date of cancellation the Insured shall be entitled to refund premium pro-rata to the unexpired period of insurance.~~

~~13. The Insured shall at all times comply with the requirements of the National Veld & Forest Fire Act 1998, or the equivalent legislation in Namibia or any amendments to or Act passed in substitution thereof.~~

~~14. The Insured shall at all times comply with the requirements of the National Tourism Board Act, Regulations and Ordinances promulgated and amended from time to time~~