



Public Liability

Defined events

Claims made basis

Damages 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) which occurred in the course of or in connection with the business within the territorial limits and on or after the retroactive date shown in the schedule, and which results in a claim or claims first being made against the insured in writing during the period of insurance.

The limits of indemnity

The amount payable, 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, shall not exceed the limit of indemnity stated in the schedule.

Territorial limits

Anywhere in the world but not in connection with:

- (i) any business carried on by the insured at or from premises outside
or
- (ii) any contract for the performance of work outside

the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdoms of Eswatini, Zimbabwe and Malawi.

Specific exceptions

The company will not indemnify the insured in respect of:

1. liability consequent upon injury to any person employed by the insured under a contract of service or apprenticeship and arising from and in the course of such employment by the insured
2. damage to:
 - (a) (i) property belonging to the insured
 - (ii) property in the custody or control of the insured or any employee of the insured
 - (b) that part of any property on which the insured are or have been working if such damage results directly from such work
3. liability consequent upon injury or damage:



- (a) caused by or through or in connection with any advice or treatment of a professional nature (other than first aid treatment) given or administered by or at the direction of the insured
 - (b) caused by or through or in connection with the ownership, possession or use by or on behalf 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, locomotive or rolling stock, provided that this Specific 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 including goods transported thereby and falling there from, insofar as such injury or damage is not insured by any other insurance policy or section
 - (c) caused by or through or in connection with:
 - (i) the refueling of aircraft
 - (ii) the ownership, possession, maintenance, operation or use of aircraft or an airline
 - (iii) the ownership, hire or leasing of any airport, airstrip or helicopter pad
 - (d) caused by or through or in connection with goods or products (including containers and labels) sold or supplied and happening elsewhere than on premises occupied by the insured other than food and drink supplied incidentally for consumption on the premises
 - (e) occurring after the completion and handing over of any work and caused by or through or in connection with any defect or error in or omission from such work
4. damage caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
5. liability assumed by agreement (other than under the insured's own standard conditions of contract) unless liability would have attached to the insured notwithstanding such agreement
6. (a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination, provided always that this Specific exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence
- (b) 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

This Specific exception shall not extend this section to cover any liability which would not have been insured under this section in the absence of this Specific exception

7. fines, penalties, punitive, exemplary or vindictive damages
8. (a) damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho and the Kingdoms of Eswatini
- (b) costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 8(a) above



9. any claim arising from an event known to the insured:
 - (a) which is not reported to the company in terms of General condition 7
 - (b) prior to inception of this section
10. any claim (in the event of cancellation or non-renewal of this section) not first made in writing against the insured within the 48 (forty eight) month period (or extended period in respect of minors) as specified in Specific condition 2
11. the first amount payable

the insured shall be liable for the first amount payable as stated in the schedule and or in this section in respect of any one claim or number of claims arising from all events of a series consequent upon or attributable to any one source or original cause. The provisions of this clause shall apply to claims arising from damage and shall apply to costs and expenses incurred by the insured.
12. liability consequent upon injury or damage directly or indirectly caused by or in connection with or arising from or attributable to:
 - (a) explosives or the explosion of a boiler
 - (b) flood including the bursting of a dam wall
 - (c) fire and explosion resulting in spread of fire to neighbouring premises
 - (d) application of firearms relating to any form of hunting or game viewing for commercial purposes.
13. attachment or the diverting of water by the insured or any person acting on behalf of the insured.
14. any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature.

Memoranda

1. In respect of this section only, General exception 1 is deleted and replaced by the following:

“This 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”.

Specific conditions

1. Any claim first made in writing against the insured as a result of a Defined event reported in terms of General condition 7 (hereinafter termed reported event) shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.
2. In the event of cancellation or non-renewal of the policy:
 - (a) any claim resulting from a reported event, first made in writing against the insured during the 48 (forty eight) months immediately following cancellation or non-renewal shall be



treated as having been made against the insured on the same day that the insured reported the event. If the claimant is a minor, the period of 48 (forty eight) months will be extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant

- (b) the insured may report an event in terms of General condition 7 to the company for up to 15 (fifteen) days after cancellation or non-renewal

Provided that:

- (i) such event occurred during the period of insurance
 - (ii) any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non-renewal and is subject to the 48 (forty eight) month period specified in 2(a) above.
3. Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of events with one original cause or source shall be treated as if they all had first been made against the insured:
- (a) on the date that the event was reported by the insured in terms of General condition 7
 - or
 - (b) if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured.
4. Commercial hunting and game viewing activities (Only if extension "29 Commercial hunting and/or game viewing" is applicable

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, that:

- (i) no alcohol be consumed during any hunting activities
- (ii) all clients participating in any game viewing activities must at all times be accompanied by either the insured, guide, employee or any delegated person by the insured
- (iii) 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(ties)
- (iv) should the "shooting in" and adjustment(s) to any firearm(s) be required by a client, such activity(ties) must be conducted under either the control of the insured, guide, employee or a delegated person by the insured
- (v) all requirements contained in any act, ordinance or regulation pertaining to hunting and/or game viewing activities must be complied with at all times

Special proviso:

It is a condition precedent to liability that the insured at the time of the occurrence giving rise to a claim in terms of this Specific conditions also complies with all requirements contained in condition 4(i), (ii), (iii), (iv), (v) and (vi) above.



5. Disclaimer/indemnification (Only if extension “**29 Commercial hunting and/or game viewing**” is applicable)

Indemnity in terms of this section relating to any form of commercial hunting and/or game viewing will be subject to the following conditions:

- (i) all correspondence, notices and disclaimers must be conducted and displayed in at least two official languages of the Republic of South Africa and an interpreter must, on request of any client, hunter, guest or other participating party, be available at all times
- (ii) the indemnity (disclaimer) wording must be approved by and lodged with the company
- (iii) 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
- (iv) under no circumstances may any firearms be aimed at a fellow hunter, client or any other person
- (v) such legal agreement (disclaimer) shall be clearly displayed and be visibly positioned at the entrance of the insured's premises and as such must contain all conditions as stated in Specific condition 4 above.

Extensions

1. Extended reporting option

At the option of the insured and subject to payment of an additional premium to be determined and subject to all the terms, exceptions and conditions of this section, the company agrees to extend the period during which the insured may report an event in terms of General condition 7 for a period to be agreed, but in no circumstances exceeding 36 (thirty six) months (hereinafter referred to as extended reporting period)

Provided that:

- (a) this option may only be exercised in the event of the company canceling or refusing to renew this section
- (b) this option must be exercised by the insured in writing within 30 (thirty) days of cancellation or non-renewal
- (c) once exercised, the option cannot be cancelled by either the insured or the company
- (d) the insured has not obtained insurance equal in scope and cover to this section as expiring
- (e) the company shall only be liable for a Defined event which occurred after the retroactive date but prior to date of cancellation or non-renewal
- (f) claims first made against the insured or any reported event by the insured during the extended reporting period shall be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal
- (g) the total amount payable by the company for claims made or reported events during the extended reporting period shall not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal



- (h) any claim made, following a reported event during the extended reporting period, which is first made against the insured in writing more than 48 (forty eight) months after the last day preceding cancellation or non-renewal, shall not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 (forty eight) months is extended until the expiry of 12 (twelve) months after the attainment of majority by the claimant.

2. Additional insured

The company will also, as though a separate policy had been issued to each, indemnify:

- (a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured
- (b) any partner or director or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance
- (c) to the extent required by the conditions of any contract (and notwithstanding Specific exception 5), and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by the insured for the purposes of the business
- (d) in respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to or formed by the insured for the benefit of their employees:
 - (i) any officer or member thereof
 - (ii) any visiting sports team or member thereof

Provided that:

- (i) the aggregate liability of the company is not increased beyond the limits of indemnity stated in the schedule
- (ii) any person or organisation to which this extension applies is not entitled to indemnity under any other policy
- (iii) the indemnity under (a), (b) and (c) applies only in respect of liability for which the insured would have been entitled to indemnity if the claim had been made against the insured.

For the purposes of this extension, the company waives all rights of subrogation or action which they may have or acquire against any of the above, and each party to whom the indemnity hereunder applies shall observe, fulfill and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

3. Security firms

Notwithstanding Specific exception 5, if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule or persons, 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 this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule.



If, at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

4. 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.

5. Tool of trade

Specific exception 3(b) shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that the company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected, nor shall the company be liable where any other form of motor insurance has been effected by the insured covering the same liability.

6. Employees' and visitors' property

Specific exception 2(a) (ii) shall not apply to property belonging to any partner, director or employee of the insured or any visitor to the insured's premises

Provided that:

property in terms of this extension specifically excludes any property, firearm(s) or equipment directly or indirectly relating to commercial hunting and/or game viewing.

7. Liability by agreement

Notwithstanding the provisions of Specific exceptions 2(a) (ii), 3(b) and 5, this section extends to indemnify the insured:

- (a) against liability assumed by the insured under any contract entered into with or indemnity given to Transnet, 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
- (b) against liability arising from loss of or damage to property belonging to Transnet while in the insured's custody or control
- (c) in respect of liability caused by or through or in connection with any vehicle, trailer, locomotive or rolling stock belonging to Transnet while being used by or on behalf of the insured at any railway siding.

8. Unattached trailers

Specific exception 3(b) shall, as far as it relates to trailers, not apply in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle, provided that the company shall not be liable hereunder in respect of so much of any liability:



- (i) which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by the insured
- (ii) as falls within the scope of any compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been affected.

9. 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.

10. Car parks

Notwithstanding the provisions of Specific exception 2(a)(ii), 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. Tenant's liability

Specific exceptions 2(a) (ii) and 3(b) of this section shall not apply to premises occupied by the insured as tenant (but not as the owner) thereof.

12. Products liability

Notwithstanding anything to the contrary contained in Specific exception 3(d), the company will indemnify the insured in respect of Defined events happening anywhere in the territories stated in the schedule 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 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 exceed in the aggregate the limit of indemnity for this extension stated in the schedule

Provided that:

the insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar) or the amount stated in the schedule for each and every claim in terms of this extension.

Additional specific exceptions (Applicable to products liability extension)

This extension does not cover liability:

- (i) for the cost of repair, alteration, recall or replacement of the goods or products (including containers and labels) causing injury or damage
- (ii) 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

- (iii) (a) arising from defective or faulty design, formula, plan or specification, but if the insured is a retailer this Specific exception (iii) 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, labeling, 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
- (b) arising from inefficacy or failure to conform to specification, unless such inefficacy or failure is due to negligence in the following of such specification
- (iv) arising from goods or products intended to be installed and installed in, or intended to form part of and forming part of, an aircraft
- (v) 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 order of 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 behalf of the insured.

13. Legal defence costs

If the insured so request, the company will indemnify any employee, partner or director of the insured against costs and expenses incurred by or on behalf of such person with the consent of the company in the defense of any criminal action brought against such person in the course of his/her occupation with the insured arising from an alleged contravention of the Statutes as herein defined during the period of insurance

Provided that:

- (i) in the case of an appeal, the company shall not indemnify such person unless a senior counsel approved by the company shall advise that such appeal should, in his/her opinion, succeed
- (ii) the company shall not indemnify such person in respect of any fine or penalty imposed by any magistrate or judge or any loss consequent thereon
- (iii) such person shall, as though he/she were the insured, observe, fulfill and be subject to the terms, exceptions and conditions of this policy and this section thereof in so far as they can apply
- (iv) the limit of indemnity under this extension shall not exceed N\$50 000 (fifty thousand Namibia Dollar) any one event or series of events with one original cause and N\$50 000 (fifty thousand Namibia Dollar) in any one (annual) period of insurance.

The statutes

The Labour Act Nr 11 of 2007 in conjunction with Regulation 156, 'Regulations Relating to the Health and Safety of Employees at work'.

The Mine Health and Safety Regulations, 10th draft amendment to the Minerals (Prospecting and Mining) Act, 33 of 1992



The Electricity Act No. 4 of 2007 and/or any other Act or Ordinance pertaining to the supply of Electricity

The Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005

All as read in conjunction with the Criminal Procedure Act No. 25 of 2004

14. Wrongful arrest and defamation

The Defined events are extended to include damages:

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest)
- (ii) in respect of defamation

Provided always that:

the limits of indemnity as stated shall not exceed N\$75 000 (seventy-five thousand Namibia Dollar) under each of (i) and (ii) and N\$150 000 (one hundred and fifty thousand Namibia Dollar) in any (annual) period of insurance.

15. E.C. liability (If stated in the schedule to be included)

Subject otherwise to the terms and conditions and limitations, the following changes are made to this section of the policy in respect of "injury" or "damage" (as insured by the Products liability extension) which results from goods or products exported to any European Community (E.C.) country or any European Free Trade Associations (E.F.T.A.) country:

- (a) Specific exceptions 8(a) and 8(b) shall not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgments delivered in the first instance in courts of the E.C. or E.F.T.A.
- (b) In respect of these goods or products (other than raw materials), the insured shall:
 - (i) implement and maintain a system in terms of which these goods or products can be clearly identified by batch number or serial number or date stamp or other similar manner
 - (ii) note and maintain a record of the date on which the actual goods or products were first put into circulation.

This record shall be maintained so as to provide the required detail for a minimum period of 10 (ten) years after the goods or products were first put into circulation.

- (c) The information mentioned in (b), together with all supporting documentation, shall be made available to the company or their nominee at any time on request.
- (e) In respect of this indemnity, the insured shall be responsible for the first amount payable shown in the schedule for this extension.

16. Droving and escaping of animals and stray animals

The indemnity by this section is extended to include the insured's legal liability arising from droving and/or escaping of animals and stray animals



Provided that:

- (a) the insured takes all reasonable precautions to prevent damage and complies with the Law regarding the driving of animals on public roads
- (b) all gates and paddock fences are kept in a good condition and that all gates having access to public roads are properly closed at all times
- (c) the insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar) and a maximum of N\$25 000 (twenty-five thousand Namibia Dollar) of each and every claim in terms of this extension.

17. Animals/livestock (Excluding horses) at shows and auctions

The indemnity by this section is extended to include the insured's legal liability arising from the displaying of livestock or whilst such livestock is in the custody of the insured during an auction.

18. Animals not belonging to the insured

The indemnity by this section is extended to include the insured's legal liability arising from animals (not belonging to the insured) grazing with the approval of the insured on the insured's land

Provided that:

loss of or damage to such animals is not insured under this extension.

19. Cycles or animal drawn vehicles

The indemnity by this section is extended to include the insured's legal liability arising from any cycle or animal drawn vehicle belonging to the insured or whilst in the custody or control of the insured including the death of or injury to any person not being an employee of the insured whilst being carried in or upon or entering or getting on to or alighting from a cycle or animal drawn vehicle.

20. Crop spraying (excluding aerial spraying)

The indemnity by this section is extended to include the insured's legal liability arising from crop spraying with insecticides and herbicides on farmlands or veld in the possession of or occupied by the insured

Provided that:

the company shall not indemnify the insured for any liability that may arise out of aerial spraying of crops, plantations, farmlands or veld.

21. Fire extinguishing charges or water bombing costs (If stated in the schedule to be included)

In consideration of the payment of an additional premium this section is extended to include all costs necessarily incurred with water bombing activities or any other fire extinguishing methods to prevent spreading of fire from the insured to any third party property

Provided that:

- (a) such third party property was in danger as a result of such fire



- (b) cover in terms of this extension will only be applicable if either extension 22 Spread of fire or extension 23 Plantations, forests and sugar cane of this section is in force
- (c) the company's liability for any one event or series of events with one original cause or source shall not exceed the amount for this extension as stated in the schedule
- (d) the company shall not be liable for the first 10% (ten percent) of the claim with a minimum of N\$1 000 (one thousand Namibia Dollar) of each and every claim.

22. Spread of fire (If stated in the schedule to be included)

In consideration of the payment of an additional premium Specific exception 12(c) of this section is cancelled

Provided that:

- (a) this extension does not cover damage to plantations, forests or sugar cane
- (b) the insured shall be liable for the first amount payable of 12,5% (twelve and a half percent) with a minimum of N\$2 500 (two thousand five hundred Namibia Dollar) and a maximum of N\$50 000 (fifty thousand Namibia Dollar) or the amount as stated in the schedule of each and every claim in terms of this extension.

Special proviso

It is a condition precedent to liability that:

- (i) the insured shall comply with all requirements contained in the Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005, irrespective of whether the fire is a veld fire or not
- (ii) the insured shall be 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)
- (iii) the insured shall comply with the requirements of Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005 on the duty to notify owners of adjoining land and the local Fire Protection Association of the intention to prepare and maintain a firebreak by burning
- (iv) fires are not allowed when the conditions associated with fire danger are high or the conditions are not favorable for the purpose of conducting a burn
- (v) the insured shall take all reasonable steps to ensure that all fires are completely extinguished before leaving it unattended irrespective of whether it is a veld fire or not. The burden of proving that all reasonable steps were taken to extinguish the fire shall rest on the insured.

Non-compliance with the duty as set out under Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005 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.

23. Spread of fire to plantations, forests and sugar cane (If stated in the schedule to be included)



In consideration of the payment of an additional premium Specific exception 12(c) of this section is cancelled

Provided that:

the insured shall be liable for the first amount payable of 15% (fifteen percent) with a minimum of N\$5 000 (five thousand Namibia Dollar) and a maximum of N\$100 000 (one hundred thousand Namibia Dollar) or the amount as stated in the schedule of each and every claim in terms of this extension.

Special proviso:

It is a condition precedent to liability that:

- (i) the insured shall comply with all requirements contained in the Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005, irrespective of whether the fire is a veld fire or not
- (ii) the insured shall be 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)
- (iii) the insured shall comply with the requirements of the Forest Act 12 of 2001 as amended by the Forest Amendment Act 13 of 2005 on the duty to notify owners of adjoining land and the local Fire Protection Association of the intention to prepare and maintain a firebreak by burning
- (iv) fires are not allowed when the conditions associated with fire danger are high or the conditions are not favorable for the purpose of conducting a burn
- (v) the insured shall take all reasonable steps to ensure that all fires are completely extinguished before leaving it unattended irrespective of whether it is a veld fire or not. The burden of proving that all reasonable steps were taken to extinguish the fire shall rest on the insured.

24. Work away from premises (If stated in the schedule to be included)

In consideration of the payment of an additional premium and notwithstanding anything to the contrary contained in this section it is hereby declared and agreed that the expression "premises" as defined in this section shall be deemed to include any premises at which the insured is performing work

Provided that:

- (a) such premises are not under the control of the insured
- (b) the insured shall be liable for the first 10% (ten percent) with a minimum of N\$500 (five hundred Namibia Dollar) for each and every claim in terms of this extension.

25. Liability consequent upon the bursting or overflowing of a dam wall (If stated in the schedule to be included)

In consideration of the payment of an additional premium Specific exception 12(b) of this section is cancelled

Provided that:



- (a) the amount payable in terms of 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 exceed in the aggregate the limit of indemnity for this extension stated in the schedule
- (b) the insured shall be liable for the first amount payable of 10% (ten percent) of the claim with a minimum of N\$1 000 (one thousand Namibia Dollar) or the amount stated in the schedule of each and every claim in terms of this extension.

26. Guesthouse liability (Accommodation and lodging) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the following amendments will apply:

- (a) Property of employees and visitors

extension 6 is amended to read as follows:

"6. Specific extension 2(a) (ii) shall not apply to property belonging to any partner in or of or any director, employee of the insured or any visitor or guest to the insured's premises

Provided that:

the liability of the company in respect of property belonging to any visitor or guest shall be limited to N\$50 000 (fifty thousand Namibia Dollar) 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

Provided further that:

the insured shall be liable for the first N\$250 (two hundred and fifty Namibia Dollar) of each and every claim in terms of this extension".

- (b) Legal defence costs

Extension 13 relating to legal defense costs is amended to include the following Acts:

The Liquor Act No. 6 of 1998

The Tourism Board Act No. 21 of 2000

The Health Act No. 2 of 2015

27. Inefficacy (Not applicable to wine and related products) (If stated in the schedule to be included)

In consideration of the payment of an additional premium and notwithstanding anything to the contrary contained in Additional specific exclusion (iii) (b) applicable to Products liability the company will indemnify the insured for loss or damages for which the insured shall become legally liable to pay consequent upon inefficacy of products delivered by the insured.

For the purpose of this extension inefficacy shall mean claims made against the insured for economic loss(es) sustained by reason of the claimant alleging that his/her/their product(s) as described in the schedule:



- (i) has not achieved its anticipated production value
- (ii) has not been capable of full beneficial use

Provided that:

- (a) the limit of indemnity under this extension shall not exceed N\$250 000 (two hundred and fifty thousand Namibia Dollar) any one event or series of events with one original cause and N\$1 000 000 (one million Namibia Dollar) in any one (annual period) of insurance
- (b) the insured shall be liable for the first amount payable of 10% (ten percent) with a minimum of N\$2 500 (two thousand five hundred Namibia Dollar) or the amount stated in the schedule, whichever is the greater, in respect of each and every claim.

28. Warehouseman's liability (If stated in the schedule to be included)

In consideration of the payment of an additional premium and notwithstanding anything to the contrary contained in Specific exception 2(a) (ii), 2(b) and/or 5 the company will in terms of this section indemnify the insured against liability which the insured shall become legally liable to pay arising out of their activities (to be specifically stated in the schedule) as:

- (a) cold storage operators
- (b) fruit packers
- (c) fruit graders
- (d) warehouseman
- (e) wine cellars, wine makers and/or bottlers

following upon negligence.

It is further declared and agreed that this extension will be subject to the following conditions:

- (i) it is warranted that every client/organisation of the insured will sign the insured's standard conditions of contract in respect of every undertaking by the insured involving warehousing by retaining, storing and/or processing third party property whilst under the custody and control of the insured
- (ii) cover shall not include loss or damage to third party property by any peril insured or insurable in terms of any other section(s) of this policy or insurable in terms of a separate Machinery breakdown policy or a separate Deterioration of stock following a Machinery breakdown policy or a separate Loss of profits following a Machinery break-down policy

Provided that:

- (a) property shall only be accepted by the insured for storage or for any other purpose as stated above if the client/organisation requesting the retaining, storage and/or processing thereof has agreed to the terms and conditions contained in the insured's standard conditions of contract by properly signing and dating these terms and conditions



- (b) a specimen copy of such terms and conditions must beforehand be lodged with the company and may not under any circumstances be altered in any way without the written consent of the company
- (c) if the property of clients or organisations are delivered for purposes of storage and/or processing prior to the inception date of this extension then the onus is on the insured to prove that any loss or damage to such property occurred subsequent to the inception date
- (d) the insured shall at all times display notices in prominent positions on his/her/their premises disclaiming liability for loss of or damage to property
- (e) the insured shall be liable for the first 10% (ten percent) of each and every claim with a minimum of N\$5 000 (five thousand Namibia Dollar) or the amount stated in the schedule whichever is the greater.

Additional memo applicable to warehouseman's liability

The company shall not be liable for:

- (a) loss of any goods due to the dishonest act of any employee
- (b) mechanical or electrical derangement unless accompanied by other physical damage
- (c) loss or damage caused by rust, wear and tear, gradual deterioration, moths, vermin, termites, insects, inherent vice or damage sustained due to or resulting from any repairing, restoration or retouching process
- (d) delay, loss or market, consequential loss of any kind, depreciation, deterioration or change brought by any natural causes
- (e) loss of or damage to accounts, bills, deeds, evidence of debit, securities, current coins (including Krugerrands and similar coins), bank and currency notes, travellers and other cheques, money and postal orders, current unused postage revenue and holiday pay stamps, credit card vouchers, other certificates, documents or instruments of a negotiable nature
- (f) loss of or damage to furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare book and works of art.

29. Commercial hunting and/or game viewing (If stated in the schedule to be included)

In consideration of the payment of additional premium specific exception 12(d) of this section is cancelled.

For the purpose of this section "Commercial hunting and/or game viewing" activities shall mean: any clients, hunters and/or game viewers which participate in any of such activities or make use of any such facilities on the premises the property of or under control of the insured by payment.

Subject to the insured complying with special conditions 4. Commercial hunting and game viewing activities and 5. Disclaimer/indemnification.