



General Conditions and Exceptions

Operative clause

In consideration of the payment of the premium by or on behalf of the insured, Old Mutual Insure Limited (hereinafter called "the company") agrees to indemnify or compensate the insured by payment or at the option of the company by replacement, reinstatement or repair in respect of the Defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or Insurer participates in this insurance, the expression "company" shall be amended to "Insurers" wherever it appears in this policy. In this event the percentage share of each Insurer will be as expressed in the schedule of this policy and the liability of each such Insurer individually shall be limited to the percentage share set against its name.

Any proposal and declaration made by or on behalf of the insured is the basis of and forms part of this policy.

The General exceptions and General conditions apply in all respects to the insurance granted by this policy except as they may be varied by any Specific exceptions, Specific conditions and Special provisions in any section or schedule thereof.

This insurance contract is conditional upon and will come into effect only following payment of the premium by the insured and the receipt thereof by or on behalf of the company.

Premium is payable on or before the inception date or renewal date as the case may be. The company shall not be obliged to accept premium tendered to it or to any intermediary after such date but may do so upon such terms as it in its sole discretion may determine.

This policy, schedules and any endorsements thereto must be read together as one contract and words and expressions to which specific meanings have been given in any part thereof have these meanings wherever they may appear.

General conditions

Subject to the Short-Term Insurance Act 4 of 1998.

1. **Misrepresentation, misdescription and non-disclosure**

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

2. **Notification of alterations**



The insured shall notify the company immediately in writing of all alterations in the risk and variations in sums insured and any other changes and obtain the company's acknowledgment of such notification and confirmation of cover under this policy.

3. Adjustment of premium

If the premium for any section of this policy has been calculated on estimates furnished by the insured, the insured shall keep an accurate record containing all particulars relative thereto and shall at all times allow the company to inspect such record. The insured shall after the expiry of each period of insurance furnish the company with such particulars and information as the company may require. The premium for such period shall thereupon be adjusted and the difference paid by or to the insured as the case may be (subject to any minimum premium agreed).

4. Prevention of loss, maintenance of and access to insured property

- (a) The Insured shall take all reasonable steps to prevent loss by
 - (i) safeguarding and protecting the Insured Property
 - (ii) preventing accidents or losses and minimise loss, Damage or liability;
- (b) The Insured shall take all reasonable steps to maintain all Property in a condition that will prevent damage from occurring or will reduce the amount of damage in the event of the operation of a peril;
- (c) The insured shall endeavour to comply with all of those laws, regulations, by-laws or rules applicable to the business. Where such failure to comply is material to a claim the Company may, at its discretion, reject the claim;
- (d) From time to time, the Company may, at its discretion, wish to inspect or examine the Property Insured.
 - (i) The Insured shall allow a duly authorised representative of the Company to inspect and examine all Property Insured by this Policy at any reasonable time and the Insured shall provide all relevant details and information relating of the Property insured at the request of the authorized representative of the Company.
 - (ii) Following any inspection or examination of the Property Insured by the Company the Insured shall at all times ensure that all risk improvement requirements identified and stipulated by the Company are adhered to within the required timeframes.
 - (iii) Notwithstanding the inspection or examination carried out by the Company, the requirements of (a), (b) and (c) still apply.

5. Other insurance

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

6. Change of interest



This policy shall be void with respect to any item thereof in regard to which there be any alteration after the commencement of this insurance whereby the insured's interest ceases except by will or operation of law, unless notice has been given to the company in writing as soon as practicable after such alteration and an additional premium paid if required.

7. Claims

(a) Notice

The insured shall on the happening of any event which may result in a claim under this policy at their own expense give notice thereof to the company within 30 days of the event and provide particulars of any other insurance covering such events as are hereby insured and shall as soon as practicable after the event or such further time as the company may in writing allow, submit to the company a claim in writing and give the company such proofs, information and sworn declarations as the company may reasonably require.

(b) Unlawful use, theft, loss or malicious damage to property

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

(c) Injuries

In respect of any claim for personal injury under this policy where such cover is granted all certifications, information and evidence required by the company shall be furnished at the expense of the insured and an injured person shall as often as required by the company submit to medical examination at the company's expense. The company shall in the case of death be entitled to have a post mortem examination carried out.

(d) Legal processes

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

(e) No admission of liability

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

(f) Prescription

(i) The company shall not be liable for any loss or damage (other than a claim under the Business interruption, Fidelity guarantee, Personal accident, Stated benefits or Group personal accident sections or the Personal accident (assault) extension



under the Money section, if applicable) after the expiry of 24 (twenty four) months from the occurrence of loss or damage unless the claim is the subject of a pending court action or arbitration or unless the claim is in respect of the insured's liability against a third party

- (ii) If the company rejects liability in respect of any claim:
 - (a) the insured has ninety (90) days after receipt of the notice of rejection of the claim to make written representations to the company regarding the rejection
 - (b) if such request is not received in writing in terms of the representation above and a summons is not served upon the company within six (6) months after the representation period or in the event of arbitration taking place in terms of General condition 14 of this policy within six (6) months after the arbitrator(s) or umpire has passed judgment all benefits in terms of this policy in respect of such claim shall be forfeited.

(g) Limit of liability

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage except where cover is granted for Personal accident, Stated benefits or Group personal accident benefits.

8. Fraud

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the willful act or with the connivance of the insured, then all benefits afforded under this policy shall be forfeited.

9. Company's rights after an event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not
 - (ii) take over and conduct in the name of the insured the defense or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon



indemnification of the insured whether such things shall be required before or after such indemnification.

- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event.
- (d) In the event of a claim for which the company becomes liable to provide indemnity for the maximum amount payable under any item(s) or section of the policy, the company is not obliged to provide a refund of premium for the unexpired period of insurance.

10. Reinstatement of cover after a loss

Not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable.

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

11. Breach of conditions

Unless the breach is of such a material nature as to warrant avoidance of the entire policy, the conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

12. Rights of the insured

Unless otherwise agreed by endorsement nothing contained in this policy gives any rights against the company to any person other than the insured. Furthermore, the company is not bound by any passing of the interest of the insured otherwise than by death or operation of law unless the company by endorsement declares the insurance to be continued. The extension of the company's liability in respect of the property of any person other than the insured gives no rights of claim to the person, the intention being that the insured must in all cases claim for and on behalf of the person and the receipt by the insured absolutely discharges the company's liability.

13. Cancellation / Amendments

This policy or any section may be cancelled or amended at any time by the company giving 31 (thirty one) days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. Any cancellation will entitle the insured to a pro rata refund of the proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General condition 3. In the event of cancellation by the company notice thereof is to be given in writing to the insured last known address.

14. Arbitration

Should any difference arise between the company and the insured or any claimant as to the amount of any claim under this policy the same shall be referred to arbitration in accordance



with the statutory provisions in force at the time and the obtaining of any award shall be a condition precedent to any right of action against the company.

15. Claims preparation costs

The company shall be liable for claims preparation costs which shall mean all reasonable costs and expenses incurred in obtaining, compiling and/or producing information, proof and statements as may be required in accordance with General condition 7

Provided that:

the liability of the company shall not exceed N\$15 000 (fifteen thousand Namibian Dollar) any one section plus the amount stated in the schedule to each section against an item for additional claims preparation costs.

16. Premium payments more than once per annum

(a) Definitions

For the purpose of this policy the expression:

"period of insurance" used in this policy shall mean - that period for which the insured has paid to the company the premium required by the company for the insurance under such policy or subject to the proviso of General condition 16(c) (period of insurance) of this policy, undertook to pay such premium to the company" term of insurance" used in this policy shall mean - a term corresponding with the period stated opposite the words "period of insurance" in the schedule of this policy or section(s) of the policy for which short term cover may apply and any one term of 12 (twelve) consecutive months consecutively thereafter.

(b) Premium payments

- (i) By acceptance of this insurance the insured authorises the company to draw the amount of the premium required by the company for the insurance under this policy on the account at the institution named in the schedule (or, should the company receive notice of the change of institution, on the account at the institution of which the company has been notified) in accordance with the "premium payment frequency" (as stated in the schedule)

Provided that:

if the aforesaid Institution fails to make payment on request the policy will remain in force for two terms of the contract for which premiums have not been received. The insured will after the first month of non-payment of premium by the Institution pay 2 (two) premiums by debit order.

When two debit orders are submitted to the aforesaid Institution and only one is paid this money will be used to clear the oldest debt.

If the premium is paid annually in advance by means of one debit order and that debit order is returned unpaid, cover will remain in force for two further months. The debit order for the unpaid premium will again be submitted for payment during the next month.



Should the insured have a claim during the term of the contract in respect of which the debit order has been unpaid, the insured must first settle the outstanding premium before the claim can be processed.

If the aforesaid Institution still fails to make payment the insurance under this policy shall (notwithstanding anything to the contrary contained in this policy) be deemed to have been cancelled (or, if paragraph (ii) is applicable, to have terminated) on the last day of the uninterrupted period for which the insured has in fact paid premium to the company unless the insured can show that failure to make payment was an error on the part of the Institution.

All premiums already paid shall be retained by the company.

- (ii) Should payment of the premium required by the company for the insurance under this policy, be recommenced subsequent to the insurance under this policy having been terminated as mentioned in paragraph (i) hereof and should the company agree to accept such payment, the insurance under this policy will be continued subject however, to the stipulations contained in the aforesaid paragraph (i) and on the strict understanding that the company shall not be liable in respect of any contingency (falling within the ambit of the cover of this policy) having occurred or arisen during the period extending from the day (as mentioned in the aforesaid paragraph (i)) on which the insurance under this policy has been terminated to the immediate preceding date on which the company has received the first premium payment thereafter.

(c) Period of insurance

Except if the premium required by the company for one year's insurance under this policy is paid annually and/or a premium for any short term period in terms of a specific section of this policy is paid in advance in one amount the period of insurance of this policy shall not be a term of one year but such period of insurance shall be regarded to be a term which corresponds with the "premium payment frequency" (as stated in the schedule).

17. Payments on account

In respect of any section where amounts recoverable from the company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the company.

18. Limitations and amendments

Limitations of and amendments to the clauses, first amounts payable, terms, conditions, exceptions and extensions and premium payable of this policy or any section thereof may at any time be made by the company

Provided that:

thirty days' written notice be given thereof to the insured and agent/broker at his/her/their last known address.

19. Jurisdiction clause

The company will not indemnify the insured in respect of:



- (a) damages in respect of judgements delivered or obtained in the first instance otherwise than by a Court of Competent Jurisdiction within the Namibia.
- (b) costs and expenses recoverable by any claimant from the insured which are not incurred in and recoverable in the area described in 19(a) above.

20. Collective insurance

If this insurance is a collective insurance then the following amendment is made to General condition 7(a) and 7(d) above,

"the insured shall give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim" and General condition 9 is substituted by the following:

"9. company's rights after an event

- (a) On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and license of the insured to the lead insurer on behalf of all Insurers to do so. The insured shall not be entitled to abandon any property to the Insurers whether taken possession of by the leading insurer or not
 - (ii) take over and conduct in the name of the insured the defense or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- (b) The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the Insurers for the purpose of enforcing any rights to which the Insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Insurers may, in the case of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Insurers shall thereafter not be under further liability in respect of such event".

21. First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable Defined event.



22. Members

Wherever the word “director” is used it is deemed to include “member” if the insured is a close corporation.

23. Holding covered

If the company is holding covered on a risk they will not reject a claim on the basis that the premium has not been agreed.

24. Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is:

- (i) left blank or has no monetary amount stipulated against it
- (ii) reflected as nil or not applicable or not covered or no indemnity extended

This means the Defined event or circumstance shown in the schedule is not insured by the policy.

25. Security firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The company shall not raise as a defense to any valid claim submitted under any section or sub-section of this policy that the company's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.

26. Value added tax

All sums insured, limits of indemnity and premiums are inclusive of VAT at the applicable rate. First amounts payable is not subject to VAT.

27. Extensions

Where any extension (whether optional or automatic) extends the cover of the policy or section, such extended cover is still subject to the terms, conditions and exceptions of the policy or section as the case may be, unless such term, condition or exception has been specifically deleted.

28. Scams and fraud or theft by false pretences (Not applicable to the Fidelity guarantee section)

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

General exceptions



1. War, riot and terrorism

- (a) This policy does not cover loss of or damage to property related to or caused by:
- (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the afore-going
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - (iii) (a) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege
 - (b) insurrection, rebellion or revolution
 - (iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1(A)(i), (ii), (iii), (iv), (v) or (vi), above.

If the company alleges that, by reason of clause 1(A) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

- (b) This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No 85 of 1976), or any similar Act operative in any of the territories to which this policy applies.
- (c) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a General exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of clause 1(C) of this General exception, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or Government or any other person or body of persons, committed for political, religious, personal or ideological reasons or



purposes including any act committed with the intention to influence any Government or for the purpose of inspiring fear in the public or any section thereof.

If the company alleges that, by reason of clause 1(C) of this General exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

2. Nuclear losses

Except as regards the Personal accident, Fidelity guarantee, Stated benefits and Group personal accident sections, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or consequential loss directly or indirectly caused by or contributed to by or arising from:

- (i) ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel
- (ii) nuclear material, nuclear fission or fusion, nuclear radiation
- (iii) nuclear explosives or any nuclear weapon
- (iv) nuclear waste in whatever form

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

3. Asbestos exclusion

This endorsement is applicable to the Public liability section, Employers liability section, Umbrella liability section, Broadform Public liability section, Personal Liability section, Extended personal legal liability section, sub-section D (Liability) of the Buildings combined section, sub-section D: (Property owner's liability) of the Houseowners section and Extensions 17. Tenants liability and 18. Liability to the public of the Householders section of the policy.

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a General exception, this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss 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.

4. Cyber losses

General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability

- (a) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with:



- (i) any loss of, alteration of, or damage to or a reduction in the functionality, availability or operation of a Computer System, unless subject to the provisions of paragraph (b);
 - (ii) any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph (b).
- (b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover:
- (i) loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to property insured under this policy and any Time Element Loss directly resulting therefrom;
 - (ii) physical loss and/or physical damage to Data Processing Media for which the basis of valuation shall be the cost of the blank Data Processing Media plus the costs of repairing, replacing or restoring the Data from back-up or from originals of a previous generation. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media (however this policy does not cover any amount pertaining to the value of Data to the insured or any other party, even if such Data cannot be recreated, gathered or assembled);

where such physical loss and/or physical damage is directly occasioned by otherwise covered perils under this policy and not otherwise excluded under this policy.

- (c) If the company alleges that, by reason of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

(d) **Definitions**

(i) **Computer System**

Computer System shall mean

Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility.

(ii) **Data**

Data shall mean

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a computer system.

(iii) **Time Element Loss**

Time Element Loss shall mean

Business interruption, contingent business interruption or any other consequential losses.

(iv) **Data Processing Media**

Data Processing Media shall mean

Any property insured by this policy on which data can be stored but not the data itself



5. Sanctions Exclusion

The company shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the company to any sanction, prohibition or restriction under United Nations or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Communicable disease

- (a) Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision which would otherwise override a general exception, this policy does not cover loss, damage, liability, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- (b) Subject to the other terms, conditions and exclusions contained in this policy, this policy will cover loss, damage, liability, cost or expense directly caused by, resulting from, or arising out of physical loss and/or physical damage to property insured under this policy and any Time Element Loss directly resulting therefrom where such physical loss and/or physical damage is directly occasioned by otherwise covered perils under this policy and not otherwise excluded under this policy.
- (c) If the company alleges that, by reason of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured
- (d) Definitions
- (i) Communicable Disease
Communicable Disease shall mean
any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
- (a) the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- (b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
- (c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property. (ii) Time Element Loss
Time Element Loss shall mean
business interruption, contingent business interruption or any other consequential losses.

7. Mariental Flood Exclusion



This policy does not cover any loss, damage, expense or liability caused by flooding as a result of any cause, directly or indirectly, of the Hardap Dam and/or the Dabib River.

7. National Electricity Grid Interruption

Notwithstanding any provision of this policy, including any Exclusion, Exception, Extension, insuring provision, or any provision which would otherwise override this General **Exception**, this policy does not cover any loss, damage, claim, cost, expense or other sum of any nature, including any consequential losses in terms of any section of this policy, that is directly or indirectly caused by, attributable to, in consequence of, resulting from, arising out of, following, or in any way in connection with a National Electricity Grid Interruption.

National Electricity Grid Interruption means an interruption or suspension of the electricity supply from the national electricity grid to the entirety of South Africa (Namibia, Botswana) concurrently for whatsoever reason, whether due to damage, an inability and/or failure (whether partial or total) of the utility supplier to generate, transmit or distribute electricity, or otherwise