

## POLICY WORDING FOR MATERIAL DAMAGE SPECIAL RISKS INSURANCE

In consideration of the premium stated in the Schedule and subject to the Nominated Insurer's Policy being current and valid at the effective date as stated in the Schedule, the National Special Risks Insurance Association (Incorporated Association not for Gain) (hereinafter called "the Association") will by payment or at its option by reinstatement or repair indemnify the Insured during the Period of insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding during the said Period of Insurance the total insured value or N\$ 2 000 000 000 (2 Billion Dollars) whichever is less against loss of or damage to the property insured directly related to or caused by:-

- (i) any act (whether on behalf of any organization, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) 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 local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any civil commotion, labour disturbance, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the above;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to clause (i), (ii) or (iii) above

### **PROVIDED that:-**

- (1) Notwithstanding anything to the contrary, where the Insured is insured by more than one current and valid insurance (other than Contract Works and/or Construction Plant and/or Motor) issued by or on behalf of the Association, the aggregate liability of the Association under all such insurances which commence during the same calendar year, shall be limited to the total of the sums insured by the said insurances or N\$2 000 000 000 (2 Billion Dollars) whichever is less.
- (2) Such loss or damage occurring during any consecutive period of 72 hours shall be treated as one Loss Event and shall not be separated.

### **PROVIDED FURTHER that this insurance does not cover:-**

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
- (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;

- (d) the First Amount Payable of 1% of the total amount of the adjusted loss to the Association, subject to a minimum of N\$1000 of all loss or damage from one Loss Event.

## **NUCLEAR / CHEMICAL / BIOLOGICAL TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical biological agent.

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 threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

## **SPECIAL CONDITIONS**

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a claim in terms of this Coupon/Policy, there shall be in force the Nominated Insurer's Policy (or such other policy as may be permitted by the Association) covering the interest of the Insured in all the property insured by this Coupon/Policy against loss or damage by fire.
2. Apart from any excess, deductible or similar payment to be met by the Insured all terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's Policy, other than:-
  - (a) Exception (i), (iii) (b), (iv), (v), (vi) and (vii) to the extent that (vii) refers to (i), (iii) (b), (iv), (v) and (vi), and
  - (b) The Burden of Proof to which the above Exceptions are subject; shall be deemed to be incorporated in this Coupon/Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

### **Memorandum**

The reference to Exceptions (i), (iii), (b), (iv), (v), (vi) and (vii) and to the "Burden of proof" to which they are subject is a reference to those exceptions as they appear in the Standard NIA Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of the Standard NIA exceptions, the above references shall apply to the corresponding exceptions in the Nominated Insurer's Policy mutatis mutandis.

3. If the property covered hereby shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.
4. Any clause or condition in the Nominated Insurer's Policy relating to Adjustment of Premium, Automatic Reinstatement of Loss or (insofar as they relate to Motor Vehicles) Reinstatement Value Conditions shall not be applicable to this Coupon/Policy, except as permitted by the Association.
5. Notwithstanding anything to the contrary contained in the Nominated Insurer's Policy, no claim shall be payable after the expiry of 24 months or such further time as the Association may allow from the happening of any event unless the claim is the subject of pending legal action.
6. This Coupon/Policy may be cancelled at any time at the request of the Insured but in such cases a refund of premium shall become payable only if the circumstances satisfy the requirements of the Association's Regulations. The Association may also cancel the Coupon/Policy by giving 30 days notice in writing to the Insured at his last known address and by refunding pro-rata premium.
7. No alteration of this Coupon/Policy is valid unless signed by a Director of the Association



## MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS in respect of property as defined

### DEFINITIONS

1. Whenever the term "the Association" is used it shall refer to the National Special Risks Insurance Association (Incorporated Association not for Gain).
2. Wherever the word "property" is used it shall be deemed to mean any motor car or other vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts while thereon.

WHEREAS the insured has paid or agreed to pay the premium stated in the Schedule to this Policy (which Schedule shall form an integral part of this Policy) to the Association as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the Schedule to this Policy.

NOW this policy declares subject to the terms, exceptions and conditions contained herein that the Association will indemnify the Insured against loss of or damage to the property described in the Schedule directly related to or caused by:-

- (i) any act (whether on behalf of any organisation, body, person or group of persons) calculated or directed to overthrow or influence any State or Government, or any local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) 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 local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any civil commotion, labour disturbance, riot, strike, lock-out, public disorder, or any act or activity which is calculated or directed to bring about any of the above;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above;

The Association may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value (including VAT) of the property insured in the Schedule of this Policy, subject (where applicable) to Condition 1 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the "Owner") is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to the said Owner and/or to the Insured to the extent of their respective interests such as long as they are interested in the said property, and their receipt shall be a full and final discharge of the Association in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or the Association under or in connection with this Policy or any Condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in Namibia or in the Republic of South Africa as a standard ready manufactured article or in the event of any such article being denied to the Insured for any reason, the liability of the Association shall be met by payment of a sum equalling the value of the said article at the

time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in Namibia or in the Republic of South Africa.

If the property insured under the Policy is disabled by reason of any loss or damage, the Association will pay the reasonable cost of protection and removal to the nearest repairers. The Association will also pay the reasonable cost of the delivery to the Insured after the repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in Namibia.

## **EXCEPTIONS**

This Policy does not cover:

1. Consequential loss from any cause whatsoever, depreciation of any nature which shall mean diminution in value howsoever arising of the insured property consequent upon its having sustained damage insured and continuing after the repair of such damage, wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Any loss or damage related to or caused by:-
  - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - (ii) 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;
  - (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with any occurrence referred to in clause (i) or (ii) above.
4. Any claims arising out of any liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
5. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purpose of this exception only combustion shall include any self-sustaining process of nuclear fission.  
The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. The first N\$250 of each and every claim.  
This is not applicable to claims for damage to windscreens and permanent window glass where no other damage has been caused (motor cars only). In respect of such claims the Insured shall pay N\$100 of each and every claim. If more than one vehicle is covered by this policy, the above provisions shall apply as if a separate Policy had been issued in respect of each such vehicle.

## **NUCLEAR / CHEMICAL / BIOLOGICAL / TERRORISM EXCLUSION**

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by any act of terrorism involving the use or release or that the threat thereof of any nuclear weapon or device or chemical or biological agent.

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 threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and / or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

## CONDITIONS

**1. Claims Procedure**

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Issuing Company. The Insured shall give to the Association all such proofs and information in connection with the claim as may reasonably be required.

**2. Subrogation**

The Insured shall at the request and at the expense of the Association do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the Association for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Association shall be or would be entitled or subrogated upon its paying for or making good any loss or damage under this Policy, whether such acts or things shall be or become necessary or required before or after this indemnification by the Association.

**3. Contribution**

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage, the Association shall not be liable to pay or contribute more than its reasonable share of any loss or damage.

**4. Precaution**

The Insured shall take all reasonable steps to safeguard from loss damage of the Property described in the Schedule to this Policy.

**5. Transfer**

Nothing contained in this Policy shall give any rights against the Association to any person other than the Insured or the Owner. The Association shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

**6. Limitation**

In no case whatsoever shall the Association be liable under this Policy after the expiration of 24 months from the happening of the event unless the claim is then the subject of pending legal action.

**7. Average (Motor Dealer or Fleet Owner)**

If the property insured hereby shall at the commencement of any destruction of or damage to such property be of greater value than the total value stated in the Schedule to this Policy, the Insured shall be considered as being his own Insurer for the difference and shall bear a reasonable share of the loss accordingly.

**8. Total loss of Property**

If any vehicle described in the definition of "property" above be treated as a total loss by the Association then all cover in terms of this Policy shall terminate in respect of such vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

**9. Validity**

This Policy shall not be valid unless countersigned by the Issuing Company.

**10. Alteration of use of Property Insured**

The Association shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the Schedule.

**11. Territorial Limitation**

The cover is restricted to property in Namibia and whilst temporarily in South Africa.

**12. Cancellation**

This Policy may be cancelled at any time at the request of the Insured but in such cases a refund of premium shall become payable only if the circumstances satisfy the requirements of the Association's Regulations. The Association may also cancel the Policy by giving 30 days notice in writing to the Insured at his last known address and refunding pro-rata premium.

**13. Fraud**

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by the Insured or any one acting on his behalf to obtain any benefit under this Policy or if any destruction or damage be occasioned by the wilful act and the connivance of the Insured, all benefit under this Policy shall be forfeited.

**14. Misrepresentation**

This Policy shall be voidable in the event of any material misrepresentation, misdescription or nondisclosure.