



GENERAL EXCLUSIONS

1. NUCLEAR ENERGY RISK EXCLUSION – NMA1975a

This Policy does not cover any Nuclear Energy Risks whether such risks are written directly and/or by way of reinsurance and/or via Pools and/or Associations.

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

- (i) All Property on the site of a nuclear power station.

Nuclear Reactors, reactor buildings and plant and equipment therein on any site other than a nuclear power station.

- (ii) All Property, on any site (including but not limited to the sites referred to in (i) above used or having been used for:

- a) the generation of nuclear energy or
- b) the production, use or storage of nuclear material.

- (iii) Any other Property eligible for insurance by the relevant local Nuclear Insurance Pool and/or Association but only to the extent of the requirements of that local Pool and/or Association.

- (iv) The supply of goods and services to any of the sites, described in (i) to (iii), above unless such insurances or reinsurances shall exclude the perils of irradiation and contamination by Nuclear Material.

Except, as undernoted, Nuclear Energy Risks shall not include:

- (i) Any insurance or reinsurance in respect of the construction or erection or installation or replacement or repair or maintenance or decommissioning or Property as described in (i) to (iii) above (including contractors' plant and equipment).
- (ii) Any Machinery Breakdown or other Engineering insurance or reinsurance not coming within the scope of (a) above.

Provided always that such insurance or reinsurance shall exclude the perils or irradiation and contamination by Nuclear Material.

However, the above exemption shall not extend to:

- (i) The provision of any insurance or reinsurance whatsoever in respect of:
 - a) Nuclear Material;
 - b) Any Property in the High Radioactivity Zone or Area of any Nuclear Installation as from the introduction of Nuclear Material or for reactor



installations – as from fuel loading or first criticality where so agreed with the relevant local Nuclear Insurance Pool and/or Association.

- (ii) The provision of any insurance or reinsurance for the under-noted perils:
- a) Fire, lightning, explosion;
 - b) Earthquake;
 - c) Aircraft and other aerial devices or articles dropped there from;
 - d) Irradiation and radioactive contamination;
 - e) Any other peril insured by the relevant local Nuclear Insurance Pool and/or Association; in respect of any other Property not specified in (1) above which directly involves the production, use or storage of Nuclear material as from the introduction of Nuclear Material into such Property.

Definitions:

“Nuclear Material” means Nuclear fuel, other than natural uranium and depleted uranium, capable of producing energy by a self-sustaining chain process of nuclear fission outside a Nuclear Reactor, either alone or in combination with some other material;

and

“Radioactive Products or Waste” means any radioactive material produced in, or any material made radioactive by exposure to the radiation incidental to the production or utilisation of nuclear fuel, but does not include radioisotopes which have reached the final stage of fabrication so as to be usable for any scientific, medical, agricultural, commercial or industrial purpose.

“Nuclear Installation” means:

- (i) Any Nuclear Reactor;
- (ii) Any factory using nuclear fuel for the production of Nuclear Material, or any factory for the processing of Nuclear Material, including any factory for the reprocessing of irradiated nuclear fuel; and
- (iii) Any facility where Nuclear Material is stored, other than storage incidental to the carriage of such material.

“Nuclear Reactor” means any structure containing nuclear fuel in such an arrangement that a self-sustaining chain process of nuclear fission can occur therein without any additional source of neutrons.

“Production, use or storage of Nuclear Material” means the production, manufacture, enrichment, conditioning, processing, reprocessing, use, storage, handling and disposal of Nuclear Material.

“Property” shall mean all land, buildings, structures, plant equipment, vehicles, contents (including but not limited to liquids and gases) and all materials of whatever description whether fixed or not.

“High Radioactivity Zone or Area” means:



- (i) For Nuclear Power Stations and Nuclear Reactors, the vessel or structure which immediately contains the core (including its supports and shrouding) and all the contents thereof, the fuel elements, the control rods and the irradiated fuel store;
and
- (ii) For non-reactor Nuclear Installations, any area where the level of radioactivity requires the provision of a biological shield.

2. RADIOACTIVE EXCLUSION CLAUSE

Unless specifically Agreed in respect of an Insured loss involving Nuclear Material under determined circumstances, This Policy does not cover loss, damage, costs or expense caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

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

Definitions:

“Nuclear material” as defined in NMA 1975a.

“Nuclear fission” means a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.

“Nuclear fusion” means a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.

“Nuclear radiation” means the absorption of the electro-magnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.

“Nuclear waste” as defined in NMA 1975a.

“Nuclear fuels” means a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.

“Nuclear explosives” mean an explosive involving the release of energy by nuclear fission or fusion or both.

“Nuclear weapon” means a nuclear device designed, used, or capable of being used for the inflicting of bodily harm or property damage.

3. INSTITUTE CHEMICAL, BIOLOGICAL, BIO-CHEMICAL AND ELECTROMAGNETIC WEAPONS AND CYBER ATTACK EXCLUSION

This exclusion shall be paramount and shall override anything contained in this insurance inconsistent therewith

3.1 In no case shall this Policy cover loss, damage, liability or expense directly or indirectly caused by or contributed to by or arising from:



3.1.1 any chemical, biological, bio-chemical, or electromagnetic weapon.

3.1.2 The use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, computer virus or process or any other electronic system.

4. ASBESTOS EXCLUSION

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

5. COMPUTER LOSS GENERAL EXCLUSION

Notwithstanding any provision of this Policy including any specific exclusion or extension or other provision not included herein which would otherwise override a General Exception, this Policy does not cover:

- a. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
- b. any legal liability of whatsoever nature;
- c. any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all:

- i. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognize, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date or
- ii. to capture, save, retain, or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date
- iii. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and or programmes
- iv. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating



system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether the property of the Insured or not.

Special Extension to the above General Exclusion

- A. Loss or destruction of or damage to the Insured Property by fire, explosion, lightning, earthquake or by the special perils referred to in B below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor sections (if included) is not excluded by this General Exception.
- B. The special perils that are not excluded for the purpose of this special extension are damage caused by:
1. storm, wind, water, hail or snow excluding damage to property
 - a) arising from its undergoing any process necessarily involving the use or application of water;
 - b) caused by tidal wave originating from earthquake or volcanic eruption;
 - c) in the underground workings of any mine;
 - d) in the open (other than buildings structures and plant designed to exist or operate in the open);
 - e) in any structure not completely roofed;
 - f) being retaining walls;
 2. aircraft and other aerial devices or articles dropped there from;
 3. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

} Unless so described and specifically insured as a separate item

These special perils do not cover wear and tear or gradual deterioration.

- C. The above General Exclusion does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in A above.
- D. This Special Extension will not insure any loss destruction, damage or consequential loss if it would not have been insured in the absence of this Computer Loss General Exception and this Special Extension.
- E. This Special Extension shall not apply to any Public Liability indemnity.

6. TRANSMISSION AND DISTRIBUTION LINES EXCLUSION LSW 1611

All above ground transmission and distribution lines, including wire, cables, poles, pylons, standards, towers, other supporting structures and any equipment of any type which may be attendant to such installations of any description, for the purpose of transmission and distribution



of electrical power, telephone or telegraph or telegraph signals, and all communication signals whether audio or visual.

This exclusion applies to all equipment other than those on or within 1(one) kilometer from the insured structure or municipal boundary of the premises.

This exclusion applies both to physical loss or damage to the equipment and all business interruption, consequential loss, and/or other contingent losses related to transmission and distribution lines, other than contingent property damage / business interruption losses (including expenses), arising from loss and/or damage to lines of third parties.

7. GRADUAL POLLUTION

This Policy does not provide for:

- 7.1. Loss of, damage to, or loss of use of insured property directly or indirectly caused by seepage, pollution or contamination, provided always that this paragraph (1) shall not apply to loss of or physical damage to or destruction of insured property, or loss of use of such property damaged or destroyed, where such seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.
- 7.2. The cost of removing, nullifying or cleaning-up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unexpected happening during the period of this Policy.
- 7.3. Fines, penalties

8. WAR, TERRORISM AND RIOT AND STRIKE

This Policy does not cover:

a) Loss of or damage to property related to or caused by:-

1. civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
2. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 2.1 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;
 - 2.2 insurrection, rebellion or revolution;
3. 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;
4. 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

5. any attempt to perform any act referred to in clause 8.a).3 or 8.a).4 above;
 6. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 8.a).1, 8.a).2, 8.a).3, 8.a).4 or 8.a).5 above.
 7. If the Insurers allege that by reason of clause 8.a).1, 8.a).2, 8.a).3, 8.a).4, 8.a).5 or 8.a).6 of this General Exclusion, loss or damage is not covered by this insurance, the burden of proving the contrary shall rest on the Insured.
- b)** 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 War Damage Insurance and Compensation Act, 1976 [No. 85 of 1976] (Republic of South Africa) or any similar Act in any territory 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 exclusion 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 8.c of this General Exclusion, 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 organization or government or any other person or body of persons, committed for political, religious, personal or ideological reason 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 Insurers allege that, by reason of clause 8.c of this General Exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured

9. AVIAN INFLUENZA EXCLUSION

This Policy does not cover any claim in respect of loss:

- 9.1 directly or indirectly caused by, happening through, in consequence of or contributed to by Avian Influenza or any mutant variation thereof.
- 9.2 arising from any fear or threat (whether actual or perceived) of such Avian Influenza
- 9.3 directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of such Avian Influenza.

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



10. MOULD AND FUNGI EXCLUSION

Part A

This Policy only insures physical loss or damage to Property Insured by mould, mildew, fungus or spores, when directly caused by damage to property insured during the policy period by one of the Insured Events that fall under Section A – Property Damage

This coverage is subject to all limitations of the Policy and, in addition, to each of the following specific limitations:

1. The said property must be insured for physical loss or damage by that Insured event.
2. The Insured must report to the Insurers the existence and cost of the physical loss or damage by mould, mildew, fungus or spores as soon as practicable, but not later than six (6) months after an Insured event first caused any physical loss or damage to such Insured Property during the policy period. This Policy does not insure any physical loss or damage by mould, mildew, fungus or spores first reported to the Insurers after that six (6) month period.

Part B

Except as set forth in the foregoing Part A, this Policy does not insure any loss, damage, claim, cost, expense, or other sum directly or indirectly arising out of or relating to mould, mildew, fungus or spores of any type, nature or description provided that this General Exclusion does not exclude liability for Damage caused by a peril not otherwise excluded resulting from mould, mildew or spores.

11. SANCTION LIMITATION AND EXCLUSION CLAUSE

No insurer / re-insurer shall be deemed to provide cover and no insurer / re-insurer shall 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 that insurer / re-insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

In addition to the above, the insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, prohibits the insurer's reinsurer or reinsurers from providing reinsurance to the insurer, notwithstanding that the insurer itself is not so prohibited.

12. TESTING AND COMMISSIONING CONDITION

- 12.1 It is hereby noted and agreed that this (Re) insurance does not cover destruction of or damage to property in course of construction or erection, dismantling, revamp or undergoing testing or commissioning including mechanical performance testing and any business interruption resulting therefrom.
- 12.2 Acceptance of property hereon is subject to satisfactory completion of the following procedures and otherwise to the terms and conditions of this Policy:



- i) The plant is mechanically complete This requires all key items to be complete and that no temporary structures (such as pipe supports) remain awaiting permanent fixture
 - ii) Plant testing and commissioning has been completed with the design/ construction/ erection contract performance levels having been satisfactorily achieved
 - iii) Design performance criteria maintained by the entire plant in a stable and controlled manner for a continuous ongoing period of one hundred and sixty eight (168) hours
 - iv) The Insured has accepted the plant without reservation or waiver of guarantee conditions
- 12.3** Notwithstanding the above, attachment of property and plant hereon to be agreed by (RE)Insurers. It is further noted and agreed that terms and conditions to be reviewed, if required by (Re)Insurers.
- 12.4** It is further noted and agreed that these provisions do not apply to normal routine maintenance activities and scheduled turnarounds and / or minor works