

LIABILITY INSURANCE POLICY

The Insured named in the Schedule having applied to the Insurers for the Insurance and in consideration of the payment of the premium by the Insured or on his behalf and having agreed that any proposal or other information supplied by the Insured or on his behalf shall be the basis of this contract of insurance, the Insurers agree to indemnify the Insured subject to the terms Exclusions and Conditions of this Policy.



Signed and approved by **Mbalenhle Thabethe**
for and on behalf of Santam Limited at Johannesburg on this day of 13th day of December 2019
(Reg. No.1918/001680/06)
(Vat No. 4440102095)
(FSP No. 3416)

in accordance with the authority granted under
Section 48A of the Short Term Insurance Act No. 53 of 1998
to Stalker Hutchison Admiral (Pty) Limited
(Reg. No. 1985/000368/07)
(Vat No. 4310103082)
(FSP No. 2167)

SCHEDULE

INSURED: Motorsport South Africa NPC, (SA National Motorsport Federation), Racing Controlling Bodies, Sanctioning Organizations, or any subdivisions thereof, Officials, Affiliated Club Members, Competitors, Organizers and Promoters, Advertisers, Owners and Lessees of premises utilized for events and/or those for whom the Insured has authority to insure all for their respective rights and interests

VAT No.: 4570151219

INSURERS: Santam Limited
(Reg. No. 1918/001680/06)
(Vat No. 4440102095)

POLICY NO: 1000/22804

BUSINESS: All past, present and future similar activities of the Insured and the Insured's predecessors in similar business including but not limited to SA National Motorsport Federation, Governing Body of Motorsport, Lessees and/or Lessors of Properties, Venue Facilitators, Motor Sport Event Managers, Organisers and Administrators etc, and all other activities relating to the holding of any Motorsport event for which authority has been given by Motorsport South Africa and where appropriate property owners and tenants, the provision of canteen, social, sports, first aid , fire fighters and welfare facilities for the benefit of the insured's staff.

(AND NONE OTHER FOR THE PURPOSES OF THIS INSURANCE)

PERIOD OF INSURANCE: From: 01 January 2020

To: 31 December 2020
(both days inclusive)

plus any subsequent period for which the Insurers agree to accept a renewal premium and as subsequently endorsed hereon

RETROACTIVE DATE: 1 September 1986
1 October 2015 in respect of Employment Practices Liability
1 January 2017 in respect of Statutory Legal Defence Costs
1 January 2020 in respect of increased Limit of R2 000 000 for
Statutory Legal Defence Costs and
Wrongful Arrest and Defamation

TERRITORIAL LIMITS:

Anywhere in the world but not in connection with any business carried on by the Insured at or from premises outside or any contract for the performance of work outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Zambia.

BROKER:

Econorisk

VAT NO:

4490193267

SCHEDULE OF LIMITS OF INDEMNITY

Section	Class	Basis	Limit of Indemnity	
			Any one Occurrence	Annual Aggregate
PL	Public Liability/Tenants/Property Owners & Away Risks	CM	R 50 000 000	Not Applicable
	Care, Custody & Control		R 1 000 000	R 1 000 000
	Loss of Documents		R 10 000 000	Not Applicable
PR	Products Liability	CM	R 50 000 000	R 50 000 000
	Mitigation Expenses		R 1 000 000	R 1 000 000
LDC	Statutory Legal Defence Costs	CM	R 2 000 000	R 2 000 000
WA	Wrongful Arrest and Defamation	CM	R 2 000 000	R 2 000 000
EL	Employers Liability including Employee to Employee RSA Employees Only	CM	R 50 000 000	Not Applicable
EPL	Employment Practices Liability	CM	R 1 000 000	R 1 000 000
CC	Pollution Clean-Up Costs	LO	R 5 000 000	R 5 000 000
XL	Excess of Loss - Motor Third Party Liability (RSA Only)	LO	R 45 000 000	Not Applicable
All	Claims Preparation Costs	N/A	R 1 000 000	Not Applicable

The “Basis” of the indemnity is either “claims made” or “losses occurring” as referred to in the Operative Clause and General Conditions.

SCHEDULE OF DEDUCTIBLES

Section	Class	Deductible
PL	Public Liability/Tenants/Property Owners & Away Risks	R 25 000
	Spread of Fire	R 250 000
	Care, Custody & Control	R 50 000
	Loss of Documents	R 25 000
PR	Products Liability	NIL
	Mitigation Expenses	NIL
LDC	Statutory Legal Defence Costs	NIL
WA	Wrongful Arrest and Defamation	NIL
EL	Employers Liability RSA Employees Only	NIL
EPL	Employment Practices Liability	R 25 000
CC	Pollution Clean-Up Costs	R 250 000
XL	Excess of Loss - Motor Third Party Liability (RSA Only)	NIL
All	Claims Preparation Costs	NIL

All amounts stated in this Policy are expressed exclusive of VAT. In settling claims the Insurer will add VAT at 15% to the VAT exclusive settlement to allow for a vendor Insured's output VAT liability under section 8(8) of the VAT Act. For clarity it is noted that in cases where an Excess/Deductible is expressly recovered by the Insurer from the Insured the Excess/Deductible in terms of the policy does not constitute a consideration as defined in the VAT Act and as such has no VAT consequence.

LIABILITY INSURANCE POLICY

GENERAL CLAUSES

General Clauses, General Conditions and General Exceptions are applicable to all Sections of this Policy unless stated otherwise.

Specific Conditions and Specific Exclusions will override General Conditions and General Exceptions.

1. OPERATIVE CLAUSE

The Insurers will indemnify the Insured as more particularly described in the various Sections of this Policy against their legal liability to pay damages and claimants' costs in connection therewith arising out of the performance of the Business within the Territorial Limits and in accordance with the law and procedure applicable anywhere in the world but not in respect of:

- 1.1 any judgement, award or settlement made within countries which operate under the laws of the North America (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part).

2. DEFINITIONS

For the purpose of determining the indemnity granted by this Policy the following terms shall mean :

2.1 "Damage"

loss of or physical damage to tangible property, loss of use of tangible property which has not been lost or damaged, interference with servitude or other infringement of real or personal rights to the use of property.

2.2 "Deductible"

the first amount stated as such in the Schedule for which the Insurers are not liable to indemnify the Insured in respect of each Occurrence which Deductible shall also apply cumulatively to Costs and Expenses and any other costs. In the event of a claim being indemnified under more than one Section of the Policy the highest single deductible shall apply.

2.3 "Employee"

2.3.1 any person/s employed under a contract of service or apprenticeship with the Insured.

2.3.2 any person/s engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only for the purpose of carrying out the day-to-day operations of the Business.

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

2.4 "Injury"

death, bodily or mental injury, disfigurement, loss of amenities, illness or disease of or to any person and, where resulting from such injuries only, mental anguish, shock, humiliation or emotional distress

2.5 "Product"

any tangible property after it has left the custody or control of the Insured which has been designed, formulated, specified, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the Insured but not food or drink provided mainly to the Insured's Employees as a staff benefit.

2.6 "Vehicle"

means a land vehicle (including any machinery or apparatus attached thereto) whether or not subject to motor vehicle registration and whether or not self-propelled including railway locomotive and rolling stock.

2.7 "Pollution"

the emission, discharge, release, dispersal, disposal, seepage or escape of any solid, liquid, gaseous or thermal irritant, contaminant or pollutant including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates; acids, alkalis, chemicals and waste; electromagnetic waves, noise, vibrations; other emission of effluent or noxious substances into or upon the land, the atmosphere or any watercourse or body of water.

2.8 "Occurrence"

an accident or event or a series of accidents or events or continuous or repeated exposure to a set of conditions which have a specific and common originating cause or source and whether concurrently or in any sequence unexpectedly or unintentionally result in liability as insured in terms of this Policy.

2.9 "Costs and Expenses"

Costs, charges and expenses incurred by the Insurers or by the Insured with the Insurers consent.

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

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

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

2.10 "North America"

The United States of America (being the fifty states of the union plus the district of Columbia), Canada and any territory operating under the laws of the afore-mentioned territories.

LIMITS OF INDEMNITY

Insurers' total liability to pay damages and claimants' costs and expenses and also Costs and Expenses expended in connection therewith shall not exceed the values stated for each Section in the Schedule of Limits of Indemnity in respect of any one Occurrence and where stated, in the Annual Aggregate.

In the event of any one Occurrence involving more than one entity comprising the Insured, each such entity shall severally be indemnified provided that the cumulative amount of Insurers' liability for all such indemnified entities shall not exceed the highest single Limit of Indemnity in the Schedule of Limits of Indemnity.

In the event of any one Occurrence giving rise to indemnity payments under more than one Section of this Policy, each Section shall separately apply and be subject to its own separate limits of indemnity provided that the cumulative amount of Insurers' liability shall not exceed the greatest Limit of Indemnity available under any one of the Sections affording indemnity for the Occurrence less prior payments that eroded an annually aggregated Limit of Indemnity (where applicable).

Regardless of the number of premiums paid for the renewal or replacement of this insurance, where more than one Period of Insurance applies to an Occurrence, the Limits of Indemnity shall not aggregate from one Period of Insurance to the next.

Should any Limit of Indemnity in respect of any Section of the Policy be altered during the Period of Insurance, the original Limit of Indemnity shall apply to any Occurrence prior to the date of such alteration.

The limits of indemnity apply in excess of the Deductible.

The indemnity in terms of Section XOL – Excess of Loss Liability, shall apply in excess of the Insured's primary liability insurance policy and only after the Limit in terms of the primary policy has been exhausted.

GENERAL EXTENSIONS

1. INDEMNITY TO OTHERS

The indemnity granted shall extend at the Insured's option to:

- 1.1 any party who enters into an agreement with the Insured for any purpose of the business, but only to the extent required by such agreement to grant such indemnity.
- 1.2 officials and/or employees of the Insured in their business and/or private capacity arising out of the conduct of the business.
- 1.3 the officers, committee and members of the Insured's canteen, social, sports, medical, fire fighting, security units and welfare organisations and visiting sports teams and members thereof in their respective capacity as such.
- 1.4 the personal representative of any person indemnified by reason of this Extension in respect of liability incurred by such person.

Provided always that all such persons or parties shall observe, fulfil and be subject to the terms, Exclusions and Conditions of this Policy insofar as they can apply, as though they were the Insured.

2. CROSS LIABILITY

Each legal entity indemnified is separately indemnified in respect of claims made against any of them by any other, subject to Insurers' total liability not exceeding the stated Limit of Indemnity.

3. CLAIMS PREPARATION COSTS

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

4. ACQUISITIONS AND NEW BUSINESS

The indemnity granted by this Policy extends to any company formed and/or acquired by the Insured during the Period of Insurance for a period of 90 days of such formation and/or acquisition

Provided always that

1. such company is domiciled within the Republic of South Africa;
2. the Retroactive Date in respect of such new company shall be deemed to be the date when a newly formed and/or acquired company first purchased liability insurance of the type hereby insured on a "Claims Made" basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the event of no such declaration, the Retroactive Date shall be the date of such acquisition;
3. the Insured's business activities remain unchanged;
4. the annual turnover of all newly formed and/or acquired companies does not exceed 5% (five percent) of the estimated annual turnover of the Insured as advised to the Insurers at inception hereof; and

5. The Insured shall advise the Insurers of such formations and/or acquisitions before the expiry of 90 days thereof and the Insurers may amend the terms of this Policy accordingly.

5. EXTENDED REPORTING PERIOD (Applicable only to Sections on Claims Made Basis)

At the option of the Insured and subject to payment of an additional premium to be determined and subject to all the terms, Exclusions and Conditions of this Policy or any Section, the Insurers agree to extend the period during which the Insured may report an event in terms of General Condition 1.2.2 for a period to be agreed, but in no circumstances exceeding 36 months (hereinafter referred to as extended reporting period)

provided that:

1. this option may only be exercised in the event of the Insurers cancelling or refusing to renew this Policy or any Section for reasons other than the Insured's non-payment of premium or non-compliance with the terms or conditions of the Policy or any Section. A change in premium, terms, conditions or exclusions shall not constitute a refusal to renew
2. this option must be exercised by the Insured in writing within 30 days of cancellation or non-renewal
3. once exercised, the option cannot be cancelled by either the Insured or the Insurers
4. the Insured has not obtained insurance equal in scope and cover to this Policy as expiring
5. the Insurers shall only be liable for any circumstance, matter or thing which occurred after the Retro-active Date but prior to date of cancellation or non-renewal
6. 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
7. the total amount payable by the Insurers 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

GENERAL EXCLUSIONS

This Policy does not cover liability:

1. REASONABLE PRECAUTIONS

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

2. FINES, PENALTIES, ETC.

for fines, penalties, punitive and exemplary damages.

3. POLLUTION

3.1 for Injury or Damage directly or indirectly caused by Pollution provided always that this General Exclusion 3.1 shall not apply to liability for Injury or Damage where such Pollution is caused by a sudden, unintended and unexpected Occurrence;

3.2 for the cost of removing, nullifying or cleaning up the effects of Pollution unless the Pollution is caused by a sudden, unintended and unexpected Occurrence.

Nothing herein shall be construed as extending this Insurance to indemnify the Insured for any liability which would not have been covered under this Insurance in the absence of this General Exclusion 3.

4. ASBESTOS

whether actual or alleged for any claim or claims in respect of loss or losses directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to, by the hazardous nature of asbestos in whatever form or quantity. This Exception does not apply to any Personal or Motor Liability Sections, if included in the Policy.

5. RETROACTIVE DATE

arising from any Injury or Damage or event giving rise to Pure Financial Loss (if cover is provided for loss not related to Physical Damage to Property) occurring or alleged to have occurred prior to the applicable Retroactive Date stated in the Schedule.

6. KNOWN EVENTS (Applicable to Claims Made Sections Only)

arising out of any circumstance, matter or thing which the Insured may reasonably be expected to suppose may give rise to a claim against the Insured and known by the Insured to have occurred prior to the inception of this Policy.

7. WAR AND TERRORISM RISKS

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

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

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

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

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

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

8. NUCLEAR RISKS

- 8.1 for loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
- 8.2 for any legal liability of whatsoever nature.

directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

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

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

The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.

9. UNLAWFUL COMPETITION

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

10. COMPULSORY INSURANCE

Except for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, no indemnity is granted by this policy against liability for injury which:

- 10.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
- 10.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability:
 - 10.2.1 the insured is compelled to effect insurance or otherwise furnish security, or
 - 10.2.2 the State or other governmental authority has accepted responsibility
- 10.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

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

11. DATA

for any costs or claims as a result of, arising from or in any way connected with:

- (a) a Data Breach;
- (b) loss, corruption or damage (including detrimental change) to Data;
- (c) prevention of access to Data;

howsoever caused and including, without limitation, any consequence therefrom.

For the purpose of this General Exclusion:

"Data" shall mean any machine readable information, including ready for use programs, applications, account, customer, health and medical information or electronic data, irrespective of the way it is used and rendered including, but not limited to, text or digital media.

"Data Breach" shall mean any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data or confidential information transmitted, stored or otherwise processed on the Insured's Computer System or a Computer System for which the Insured is responsible.

"Computer System" shall mean the information technology and communications systems (such as hardware, infrastructure, software, or electronic media) used for the purpose of creating, accessing, processing, protecting, monitoring, storing, retrieving, displaying or transmitting Data.

12. OWN PROPERTY

For Damage to any property owned by any insured parties under this Policy which surrounds, is adjacent to or connected to the subject works of a contract of erection, repair or maintenance or in the custody or control of any such insured parties for the purpose of executing such a contract. For purpose of this General Exclusion, property shall include without limitation any permanent works, materials, site accommodation, constructional plant, machinery or equipment.

13. SANCTIONS EXCLUSION

and Insurers shall not indemnify and Insurers shall not be liable to pay any claim or provide any benefit hereunder where the indemnity, claim payment or provision of such benefit is contrary to the prohibitions or restrictions under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America irrespective of enactment in the jurisdiction where indemnity or benefit is provided or payment made.

14. COMPETITOR LIABILITY

- (i) arising out of competitor to competitor liability
- (ii) arising out of organiser to competitor liability

GENERAL CONDITIONS

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

This Policy will be governed by the laws of the Republic of South Africa, whose courts shall have jurisdiction in any dispute arising hereunder.

1. CLAIMS

1.1 In respect of Sections and Extensions on a losses occurring basis

1.1.1 the Insured shall give notice to the Insurers as soon as reasonably practicable but in any event not later than 60 days after becoming aware of any Occurrence which the Insured may reasonably be expected to suppose may give rise to a claim under this Policy and shall give all such additional information as the Insurers may require.

1.2 In respect of Sections and Extensions on a claims made basis

1.2.1 the Insured shall give notice to the Insurers as soon as reasonably practicable but in any event not later than 60 days after the expiry of the Period of Insurance of any claim made against the Insured.

1.2.2 the Insured shall give notice to the Insurers as soon as reasonably practicable (but in any event not later than 60 days after the Period of Insurance) of any Occurrence which occurred subsequent to the Retroactive Date and prior to expiry of the Period of Insurance which the Insured may reasonably be expected to suppose may give rise to a claim against the Insured. Such notice having been given, any claim arising out of any such circumstance, matter or thing shall be deemed to have been made during the Period of Insurance.

1.3 Every claim, writ, summons or other legal process and all documents relating to the Occurrence that may give rise to a claim shall be forwarded to the Insurers immediately they are received by the Insured.

1.4 The Insurers shall be entitled to investigate all and any matters which in their absolute discretion are relevant to the foregoing and the Insured shall do all things necessary to enable the Insurers to investigate as aforesaid.

2. INSURERS' RIGHTS AFTER AN EVENT

The Insured shall not without the consent in writing of the Insurers make any admission, offer, promise or payment in connection with any claim against the Insured or circumstance or other matter or thing which may give rise to a claim under this Policy. The Insurers shall be entitled but not obliged to take over and conduct in the name of the Insured the settlement or defence of any claim or to prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall make available such information and afford access to such records as the Insurers may require.

3. MATERIAL FACTS

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

4. INSURED'S DUTIES

The Insured shall at all times

- 4.1 comply with all statutory requirements relevant to the business. (This Condition shall not apply to Section LDC Statutory Legal Defence Costs).
- 4.2 take all reasonable precautions to prevent any circumstance, matter or thing which may give rise to a claim under this Policy.

5. RELINQUISHMENT OF CLAIMS

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

6. ADJUSTMENT OF PREMIUM

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

7. FRAUD

If any claim under this Policy is in any respect fraudulent the benefit afforded under this Policy in respect of any such claim shall be forfeited.

8. CANCELLATION

This Policy or any Section may be cancelled by the Insurers by giving 30 days' written notice of such cancellation or by the Insured giving immediate written notice. The Insured shall be entitled to a pro-rata refund premium of the unexpired period of insurance, subject to the terms of Condition 6, provided that Insurers have not been notified of any claim under the Policy or any circumstance, matter or thing which may give rise to a claim.

9. DUE OBSERVANCE

The due observance and fulfilment of any of the provisions of this Policy that requires anything to be done or complied with by the Insured and the truth of the answers and statements in the proposal are precedent to any liability of the Insurers in respect of any claim made by the Insured under this Policy.

10. MANIFESTATION CLAUSE

Where it is not otherwise possible to determine the date of Occurrence (and thereby the applicable Period of Insurance) an Occurrence, irrespective of its duration, is deemed to have occurred during the Period of Insurance when loss, Injury or Damage first manifested even if the specific and common originating cause or source was unknown at that time.

11. ONLY ONE SECTION

Each Section of this Policy excludes any liability more specifically indemnified by any other Section.

12. CESSION

Neither this Policy nor any benefit, interest or right in this Policy or to any proceeds of the Policy may be ceded without the prior written consent of the Insurer.

SECTION PL - PUBLIC LIABILITY

PL1 INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of claims first made against the Insured during the Period of Insurance for and/or arising out of Injury and/or Damage but not against claims arising out of or in connection with the nature or condition of any Product.

PL2 SPECIFIC EXCLUSIONS

This Section does not cover liability:

PL2.1 EMPLOYEE

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

PL2.2 VEHICLES

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

PL2.2.1 caused by the use as a tool of trade of any vehicle or of plant forming part of or attaching to or used in connection with any vehicle.

PL2.2.2 arising beyond the limits of any carriageway or thoroughfare caused by the loading or unloading of any Vehicle.

PL2.2.3 arising out of any Vehicle temporarily in the Insured's custody or control using parking facilities gratuitously provided by the Insured.

PL2.2.4 arising out of any Vehicle on the Insured's premises for which compulsory insurance is not required by legislation provided the Insured is not indemnified by any motor policy.

PL2.2.5 arising out of the possession or use by or on behalf of the Insured of any Vehicle the property of Transnet Limited while being used by the Insured at any railway siding.

PL2.2.6 in respect of any trailer not attached to and not having become unintentionally detached from any mechanically propelled vehicle.

PL2.3 COMPULSORY INSURANCE

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

PL2.4 AIRCRAFT/WATERCRAFT

arising out of the ownership, possession or use by or on behalf of the Insured of any aircraft, watercraft or hovercraft (other than watercraft not exceeding 15,25 metres in length and then only whilst on inland waterways).

PL2.5 PROPERTY

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

PL2.5.1 premises (or the contents thereof) temporarily occupied by the Insured for work therein, or other property temporarily in the Insured's possession for work thereon (but no indemnity is granted for damage to that part of the property on which the Insured is working and which arises out of such work).

PL2.5.2 directors' employees' partners' members' and visitors' clothing and personal effects.

PL2.5.3 property of Transnet Limited.

PL2.5.4 premises tenanted by the Insured for which the Insured is responsible.

PL2.6 REMOVAL OF SUPPORT

for loss of or damage to property caused by dewatering operations or by the removal or weakening of or interference with support to such property.

PL2.7 DESIGN, FORMULA ETC

arising out of design, formula, specification, supervision, treatment or advice given by or on behalf of the Insured.

PL2.8 AIRPORTS, AIRSTRIPS AND HELIPADS

arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by or on behalf of the Insured other than airstrips and helicopter pads which are not equipped with control tower operation.

SPECIFIC EXTENSIONS

1. CARE, CUSTODY AND CONTROL

Notwithstanding Specific Exclusions PL 2.5 above, the cover provided by this Section is extended to indemnify the Insured against liability for property temporarily in the Insured's possession for storage or any other purpose insofar as such property is not the subject of any material damage policy available to the Insured and provided that the Insurers' liability shall not exceed the limit for Care custody and control stated in the Schedule of Limits of Indemnity.

2. LOSS OF DOCUMENTS

If, during the currency of this Policy, the Insured shall discover and shall, within 30 days of the date of discovery, give written notice thereof to the Insurers that any documents (as hereinafter defined) the property of or entrusted to the Insured which now or hereinafter are or are, by them, supposed or believed to be in their hands or in the hands of any other party or parties to or with whom such documents have been entrusted, lodged or deposited by the Insured in the ordinary course of business have been destroyed or damaged or lost or mislaid and after diligent search cannot be found, this Policy shall indemnify the Insured for:

- 2.1 any liabilities of whatsoever nature which they may incur to third parties in consequence of such documents having been so destroyed, damaged, lost or mislaid;
- 2.2 all costs, charges and expenses of whatsoever nature incurred by the Insured in replacing and/or restoring such documents.

"Documents" shall mean deeds, agreements, maps, plans, records, written or printed books, letters, certificates or written or printed documents and/or forms of any nature whatsoever (excluding, however, any bearer bonds or coupons, bank or currency notes or other negotiable paper) used in connection with the Insured's business. Provided always that:

1. the amount of any claim for costs and expenses as above shall be supported by bills and/or accounts which shall be subject to approval by some competent person to be nominated by the Insurers with the approval of the Insured;
2. no liability shall attach hereto for any loss brought about or contributed to by the dishonesty of any of the Insured's directors, partners or Employees.
3. the Insurer's liability shall not exceed the limit for Loss of Documents stated in the Schedule of Limits of Indemnity and Deductibles.

SECTION PR - PRODUCTS LIABILITY

PR1 INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of claims first made against the Insured during the period of Insurance for and/or arising out of Injury and/or Damage but only against claims arising out of or in connection with the nature or condition of any Product.

PR2 SPECIFIC EXCLUSIONS

This Section does not cover liability:

PR2.1 KNOWN DEFECTS

for any defect in any Product of which the Insured was aware prior to inception of this Policy.

PR2.2 PRODUCT REPLACEMENT

for the cost of repair, reconditioning or replacement of any defective Product and/or loss of use of any Product or part thereof but this Exclusion shall not apply to any part or parts of the Products free of any such defect.

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

PR2.3 PRODUCT RECALL

for costs incurred by the Insured in the recall of any Product or part thereof.

PR2.4 INEFFICACY

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

PR2.5 AVIATION PRODUCTS

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

PR2.6 EXPORTS TO NORTH AMERICA

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

In any action, suit or other proceedings where the Insurers allege that by reason of the provisions of this Specific Exclusion any liability is not covered by this Section, the burden of proving that such liability is covered shall be upon the Insured.

PR2.7 DESIGN ETC NOT IN CONNECTION WITH A PRODUCT

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

PR3 SPECIFIC EXTENSION

PR3.1 MITIGATION EXPENSES

Notwithstanding anything contained in this Policy to the contrary, the Insured shall be permitted to incur costs whether by cash payment or goods and/or services supplied (hereinafter referred to as Expenses) following an event which may be the subject of a claim hereunder provided that

1. the Insured shall not increase his potential legal liability arising from the event
2. the Insurers will only reimburse such Expenses
 - 2.1 following satisfactory evidence that the event from which liability flows is indemnifiable in terms of the cover provided by this Section
 - 2.2 following satisfactory evidence that such Expenses did not form part of an admission of liability or that such Expenses in all the circumstances prevented/avoided a possible claim hereunder in excess of the amounts so paid
 - 2.3 if the Insured secures a full discharge of all and/or any liabilities arising from the event had such Expenses not be incurred or can prove to the satisfaction of the Insurers that in all circumstances obtaining such discharge was likely to provoke a claim hereunder.
 - 2.4 which exceed the amount to be borne by the Insured, if any, applicable to the event from which liability could have arisen

SECTION EL - EMPLOYERS LIABILITY

EL1 INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of claims first made against the Insured during the Period of Insurance for and/or arising out of Injury to any Employee arising from and in the course of employment.

This Section does not cover liability:-

- EL2.1 arising out of or related to or in respect of any occupational, industrial, employment-related disease caused by or contributed to by or precipitated by prolonged or repeated exposure to substances of any sort, factors or circumstances peculiar to any industry, particular employment, occupation, workplace or working environment.
- EL2.2 arising out of liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
- EL2.3 arising out of any circumstances or claim compulsorily insurable as falls within the scope of any legislation, regulation or decree entitling an Employee (including a dependant of an Employee) to receive any benefit, allowance, pension or annuity. This Specific Exclusion shall apply notwithstanding the fact that no insurance under such legislation, regulation or decree be or has been in force or has been effected.

EL3 SPECIFIC EXTENSION

EL3 .1 EMPLOYEE TO EMPLOYEE EXTENSION

The indemnity granted shall extend at the Insured's option subject to the agreement of Insurers (which agreement shall not be unreasonably withheld) to any Employee of the Insured in respect of his liability to any other Employee whilst acting within the scope of his employment by the Insured

Provided always that:

1. such Employee shall as if he were the Insured, observe, fulfil and be subject to the terms. Exclusions and Conditions of the Policy insofar as they can apply;
2. if at the time of any occurrence or claim there is, or but for the existence of this Extension there would be, any other insurance or indemnity in favour of or effected by or on behalf of such Employee applicable to such occurrence or claim, the Insurers shall not be liable to indemnify the Employee in terms of this Extension.

STATUTORY LEGAL DEFENCE COSTS

LDC1. INDEMNITY

The Insured or any Employee of the Insured is indemnified by this Section for the reasonable costs and expenses incurred with the Insurer's consent (which consent shall not be unreasonably withheld) in the defence of any prosecution of the Insured or any Employee of the Insured, first prosecuted during the Period of Insurance, for a breach or alleged breach of any statute arising out of the performance of the Business provided that the Insurers shall not be liable for any fines or penalties imposed as a consequence of prosecution.

LDC2. SPECIFIC EXCLUSIONS

This Section does not defend any prosecution for breach or alleged breach:

LDC2.1 VEHICLES, AIRCRAFT AND WATERCRAFT

of any Statute governing the ownership, use or licensing of vehicles, aircraft and watercraft;

LDC2.2 COMPANIES ACT

of the Companies Act No.71 of 2008 or any other similar legislation in any other jurisdiction.

LDC2.3 RETROACTIVE DATE

of any Statute that occurred or is alleged to have occurred prior to the Retroactive Date stated in the Schedule.

SECTION WA - WRONGFUL ARREST AND DEFAMATION

WA1 INDEMNITY

The Insured is indemnified by this Section in accordance with the Operative Clause in respect of claims first made against the Insured during the Period of Insurance as a direct result of:

WA1.1 wrongful arrest, including assault in connection therewith;

WA1.2 defamatory statements whether written or verbal made by the Insured.

WA2. EXCLUSIONS

This Section does not cover liability:

UNFAIR LABOUR PRACTICE

arising out of any actual or any alleged unfair labour practice as contemplated by the Labour Relations Act 66 of 1995 (and amended) or any Act passed in substitution thereof or similar legislation in any other territory.

SECTION EPL – EMPLOYMENT PRACTICES LIABILITY

EPL1 INDEMNITY

The Insurers will indemnify the Insured against Loss in respect of a Claim first made against the Insured during the Period of Insurance within the Territorial Limits and in accordance with the law and procedure of courts of competent jurisdiction within the Republic of South Africa and not in respect of any foreign judgment, award, writ or order recognised or enforced by a South African court whether in terms of a bi-lateral treaty, reciprocal legislation or common law.

EPL2 SPECIFIC DEFINITIONS

EPL2.1 Insured Entities

If the Insured is reflected in the Schedule as

- i) an Individual, then both the Insured and spouse (whether such status is derived by reason of Statutory Law, Common Law or otherwise) or their heirs or legal representatives are deemed to be Insureds for their respective rights and interests in relation to the business.
- ii) Company/Close Corporation, then both the company/corporation are Insured Entities. The shareholders or Members shall also be deemed to be Insureds but only for their respective liability as shareholders or Members.
- iii) Partnership or Joint Venture, the partnership/joint venture shall be Insured Entities. Partners and their respective spouses (whether such status is derived by reason of Statutory Law, Common Law or otherwise) or their heirs or legal representatives shall also be deemed to be Insureds for their respective rights and interests.

No person or organisation is covered for any current or past partnership or joint venture not named in the Policy Schedule.

EPL2.2 Loss shall mean legal liability of the Insured for:

- i) damages, judgements or awards as determined by the Commission for Conciliation Mediation and Arbitration (CCMA), a registered Bargaining Council, the Labour Court or the Labour Appeal Court.
- ii) settlements as agreed by all parties, whether by negotiation, mediation or arbitration and entered into with the Insurers' prior written consent (such consent not to be unreasonably withheld).
- iii) Defence Costs.

Loss does not include:

- i) fines or penalties.
- ii) non-monetary liability.
- iii) liquidated damages where there is a finding of wilfulness.
- iv) punitive or exemplary damages.
- v) payment of any employee benefits, including incentives and bonuses but not salary or wages, which would have become due to the Employee had the Insured provided a continuation of employment.

- vi) severance, retrenchment or redundancy packages or compensation in respect of a notice period or amounts determined to be owing under an express written contract of employment or pursuant to an express written obligation to make payments in the event of termination of employment.
- vii) costs incurred by the Insured to modify or adapt any building or property in order to make such building or property more accessible or accommodating to any disabled person.
- viii) matters which may be deemed uninsurable according to the law under which this policy is construed.

EPL2.3 **Discrimination** means termination of the employment relationship, a demotion or failure to employ or promote or denial of any employment benefit or the taking of any adverse or differential employment action because of race, gender, marital status, ethnic or social origin, colour, religion, conscience, belief, culture, language, birth, age, sex, disability, pregnancy, sexual orientation.

EPL2.4 **Sexual Harassment** means unwelcome sexual advances, requests for sexual favours or other verbal or physical conduct of a sexual nature that:

- i) are explicitly or implicitly made a condition of employment.
- ii) are used as a basis for employment decisions.
- iii) create a work environment that interferes with performance.
- iv) result in a Constructive Dismissal.
- v) result in the termination of the employment relationship.

EPL2.5 **Unfair Dismissal** means termination of the employment relationship by the Insured:

- i) without following proper procedures for dismissal as laid out in the Insured's own documented disciplinary procedures.
- ii) without establishing an Employee's misconduct or incapacity.
- iii) without properly establishing that the operational needs of the business required the dismissal. Operational needs mean requirements based on the economic, technological, structural or similar needs of the Insured.

EPL2.6. **Agreed Settlement** means a settlement and release of liability signed by Insurers, the Insured and the claimant or the claimant's legal representative.

EPL2.7. **Automatically Unfair Dismissal** means termination of the employment relationship by the Insured:

- i) because an Employee intended to or did take part in a strike afforded protection under Chapter IV of the Labour Relations Act 66 of 1995.
- ii) because an Employee refused to do the work of a striking worker.
- iii) to force an Employee to accept a demand.
- iv) because an Employee is, was or intended to become pregnant.
- v) because an Employee intended to or did exercise a legal right or took part in legal action against the Insured.

EPL2.8. **Constructive Dismissal** means termination of the employment relationship by an Employee because the Insured had made continued employment intolerable for the Employee.

EPL2.9. **Defamation** means the impairment of an Employee's reputation in respect of job skills, job performance, qualifications for employment, professional reputation, disciplinary history or termination of employment.

EPL2.10. **Unfair Employment Practice** means:

- i) Discrimination.
- ii) Sexual Harassment.
- iii) Unfair Dismissal.
- iv) Automatically Unfair Dismissal.
- v) Constructive Dismissal.
- vi) Defamation.

EPL2.11. **Employee** means:

- i) an individual who has entered into and works under any contract of service whether verbal or written, with the Insured.
- ii) a person who has not entered into any contract of service, whether verbal or written, with the Insured but is considered as an employee due to the degree of control and supervision provided by the Insured by operation of law.
- iii) contract, leased or temporary workers, volunteers, employees of independent contractors, individuals who are independent contractors or non executive directors but only if they are considered to be employees of the Insured by operation of law.

EPL2.12. **Claim** means any one or more of the following notices received by the Insured in which it is alleged that an Unfair Employment Practice has taken place:

- i) CCMA or Bargaining Council referral form.
- ii) a Notice of Set Down or any other notice of proceedings of the CCMA.
- iii) a summons from the Labour Court or any other court of law.
- iv) a written demand for damages from the Employee.

EPL2.13. **DEFENCE COSTS** means those reasonable and necessary expenses incurred by the Insured, with the prior written consent of the Insurers, which consent shall not be unreasonably withheld, that result from the investigation, settlement or defence of a Claim including attorneys fees and expenses, the cost of legal proceedings, security for costs of appeal, the cost of bonds to release property being used to secure a legal obligation (but only for bond amounts within the coverage limits that apply), all reasonable expenses that any Insured incurs at Insurer's request while helping to investigate or defend a Claim and/or costs taxed against any Insured in connection with a Claim.

Defence costs do not include salaries and expenses of Insurer's employees, including employed attorneys, salaries and expenses of the Insured's employees, fees and expenses of independent adjusters that Insurers may hire and interest that accumulates on the amount of a judgement.

EPL2.14. **DEDUCTIBLE** means the first amount stated as such in the Schedule for which the Insurers are not liable to indemnify the Insured in respect of each Claim (or series of Claims arising out of one originating cause) which Deductible shall also apply to Defence Costs and any other costs cumulatively.

3. **POLICY EXTENSION (If stated to be applicable in the Schedule)**

Extended Reporting Period

Should the Insurer refuse to offer any terms or conditions to renew this Policy and this Policy is accordingly neither renewed nor replaced by any other policy (or by a section within any other policy) by the Insurers or by any other insurer offering similar indemnity, the Insured shall subject to payment of the Additional Premium shown in the Schedule, the Specific Conditions and all other terms, Exclusions and Conditions of this Policy, have the right to notify the Insurers for a period of 12 months following expiry of the Period of Insurance (hereinafter the Extended Reporting Period) of an Occurrence that happened subsequent to the applicable Retroactive Date and prior to expiry of this Policy which in the Insured's reasoned opinion may give rise to a claim against the Insured and seek to have any such claim treated as having been made against the Insured during the Period of Insurance.

Specific Conditions

- 3.1 This Extension does not apply if the Insured fails to pay the due Additional Premium or cancels or refuses to renew this Policy or refuses to accept the alternative terms offered by the Insurers for renewal of this Policy.
- 3.2 This Extension does not apply if this Policy is terminated by the Insurer by reason of the Insured's non payment of premium or failure to comply with the terms and conditions of this Policy.
- 3.3 The offer by the Insurer of alternative premiums, terms, limitations, exclusions or limits of indemnity differing from those current at expiry does not constitute a refusal by the Insurer to renew.
- 3.4 This Extension may be exercised no later than 30 (thirty) days after expiry of the Period of Insurance by written request accompanied by confirmation that this insurance has not been replaced and payment of the additional premium.
- 3.5 The Extended Reporting Period is immediately cancelled should alternative insurance offering similar indemnity to the indemnity afforded by this Policy, be obtained by the Insured.
- 3.6 The Extended Reporting Period once exercised by the Insured and subject to compliance by the Insured with these Specific Conditions may not be cancelled by either party other than in circumstances contemplated in 3.5 above.
- 3.7 This Extension is not available to and may not be exercised by any governmental official or agency or by any curator, receiver, liquidator or business rescue practitioner acting or appointed to take over the Insured's business for the operation of or for the liquidation thereof or for any other purpose.
- 3.8 Nothing in this Extension shall have the effect of increasing the Limit of Indemnity.

4. **SPECIFIC EXCLUSIONS**

This Policy does not indemnify

4.1 **WORKERS COMPENSATION**

any liability arising out of any obligation under any worker's compensation, disability benefits or unemployment compensation laws or any similar law. This exclusion does not, however, apply to any Claim for Unfair Employment Practice on account of the filing of a worker's compensation claim or a claim for disability benefits.

4.2 BREACHES OF INTERNAL PROCEDURES

Loss arising out of the malicious or wilful or intentional failure to comply with the Insured's own documented procedures for dealing with discipline or grievances in the workplace. The Insurers may waive this exclusion if the Insured is able to demonstrate that reasonable steps were taken to follow such procedures in respect of the specific Unfair Employment Practice.

4.3 WILFUL FAILURE TO COMPLY WITH THE LAW

any liability arising out of the wilful or intentional failure to comply with any law or any governmental or administrative order or regulation by or with any Insureds' knowledge or consent or acquiescence.

4.4 CONTRACTUAL LIABILITY

any loss for which any Insured becomes legally liable by reason of the assumption of another's liability for an Unfair Employment Practice in a contract or agreement. This exclusion does not apply to liability for damages because of an Unfair Employment Practice that any Insured would have incurred in the absence of the contract or agreement.

4.5 CONSEQUENTIAL LOSS

loss suffered by any claimant's domestic partner, spouse, child, parent, brother or sister as a consequence of an Unfair Employment Practice.

4.6 DISMISSALS FOR OPERATIONAL REQUIREMENTS

an Unfair Employment Practice which arises out of any reorganisation operations, downsizing operations, closure of one or more plants or places of business operations unless such actions result in the termination, retrenchment or redundancy within any sixty (60) day period of less than fifty (50) employees, or less than twenty percent (20%) of the total number of the Insured's Employees, whichever is the lesser, and provided the Insured has followed the procedures outlined in s189 of the Labour Relations Act 66 of 1995.

4.7 MINIMUM WAGE VIOLATIONS

an allegation that the Insured failed to meet any minimum wage requirements as determined by any statute, sectoral determination or collective bargaining agreement.

4.8 RETROACTIVE DATE

any Unfair Employment Practice which occurred prior to the Retroactive Date (if any) stated in the Schedule, provided that nothing contained within this exclusion shall be interpreted as releasing the Insured from their obligation to reveal as a material fact all details of Claims made or outstanding or Insured Events or circumstances ostensibly of the nature of an Insured Event likely to give rise to a Claim.

5. SPECIFIC CONDITIONS

5.1 LEGAL ACTION AGAINST INSURERS

No person or organisation has a right under this Policy

- i) to join Insurers as a party or otherwise bring the Insurers into a suit claiming damages from an insured; or
- ii) to sue Insurers under this Policy unless all its terms have been fully complied with.

A person or organisation may sue Insurers to recover on an Agreed Settlement or on a final judgement against an Insured obtained after an actual trial, but Insurers shall not be liable for damages that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Indemnity.

SECTION CC – POLLUTION CLEAN-UP COSTS

CC1. INDEMNITY

The Insurers will pay to or on behalf of the Insured, the reasonable clean-up costs incurred by the Insured:

- CC1.1 in order to avoid or mitigate the effects of sudden, unexpected and unintended (from the standpoint of the Insured) Pollution
- CC1.2 in response to a specific order by the relevant authority acting in terms of environmental legislation to clean up sudden, unexpected and unintended (from the standpoint of the Insured) Pollution

such Pollution having occurred during the Period of Insurance.

CC2. LIMIT OF INDEMNITY

The Insurers' total liability under this Section shall not exceed the value stated in the Schedule of Limits of Indemnity in respect of any one Occurrence and in the Annual Aggregate.

CC3. SPECIFIC EXCLUSIONS

This Section does not cover liability:

CC3.1 WASTE DISPOSAL ACTIVITIES

arising out of Waste Disposal Activities by or on behalf of the Insured.

For the purposes of this Specific Exclusion "Waste Disposal Activities" means the importation and exportation of; the generation of including the undertaking of any activity or process that is likely to result in the generation of; the accumulation and storage of; the collection and handling of; the reduction, re-use, recycling and recovery of; the trading in; the transportation of and the transfer, treatment, depositing, placement, abandonment, dumping and disposal of wastes. For the purposes of this Specific Exclusion "wastes" includes metabolic products, medical, infectious, anatomical and pathological wastes; nuclear waste and radioactive materials whether from the combustion of nuclear fuel or naturally occurring (Naturally Occurring Radioactive Materials, [NORM]) or Technologically Enhanced Naturally Occurring Radioactive Materials [TENORM]).

CC3.2 VEHICLES

arising out of Pollution emanating from a Vehicle.