

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

1 Non-specified property

- 1.1 clothing
- 1.2 personal effects worn or designed to be carried on or by the person
- 1.3 personal equipment belonging to the insured and normally worn or used by the person participating in sport
- 1.4 purchases of clothing, groceries and foodstuff, domestic goods, picnic baskets (and contents) and travelling rugs whilst the property mentioned is in transit away from the insured's residence and loss is caused by theft

Provided that:

no single article shall exceed 25% of the sum insured.

2 Specified property

- 2.1 any property more specifically described in the schedule
- 2.2 money and/or negotiable instruments up to an amount of N\$1 000.

Defined events

Loss of or damage to the whole or part of the property described in the schedule belonging to the insured, his/her spouse and/or members of his/her family who are financially dependent upon the insured and normally residing with the insured caused by any accident or misfortune not otherwise excluded while anywhere in the world.

Specific conditions

1 Excess

- 1.1 clothing and personal effects
 - 1.1.1 other than theft out of any vehicle _____ N\$250
 - 1.1.2 theft out of any vehicle accompanied by visible, forcible and violent entry to or exit from such vehicle _____ N\$250
- 1.2 any specified item(s) stated in the schedule (excluding pedal cycles/non-motorised scooters, contact lenses, cellular phones, motor radios, tape players and similar equipment or motor car telephones and contents of caravans and luggage trailers) _____ NIL
- 1.3 pedal cycles / non-motorised scooters - specified or not _____ N\$250
- 1.4 cellular telephones _____ N\$500
- 1.5 contact lenses _____ N\$250
- 1.6 motor radios, tape players and equipment of a similar nature and motor telephones _____ 10% of claim minimum N\$350
- 1.7 contents of caravans and luggage trailers _____ N\$250

or the excess stated in the schedule, whichever is the greater.

2 Replacement value

In the event of property insured under this section being lost or damaged, the basis upon which the amount payable under this section is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the insured property when new, subject to all the other terms and conditions of this section except in so far as they may be varied hereby.

Specific exceptions

The company shall not be liable for:

1 Cleaning

loss or damage arising from any process of cleaning, dying, repairing or restoring

2 Commercial or professional purposes

loss or damage to photographic and optical equipment whilst the equipment is being used for commercial or professional purposes or expeditions of discovery or research or underwater photography

3 Consequential loss

consequential loss or consequential damage of any nature

4 Cracking

cracking, scratching or breakage of glassware or other articles of a brittle nature (other than jewellery and cameras and cracking, scratching or breakage of spectacles) unless caused by fire or theft

5 Excluded property

5.1 loss or damage to cash, bank notes, currency notes, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts, securities or any kind of travel tickets unless described in the schedule to be included

5.2 contact lenses, cellular telephones, tools, stamp and coin collections unless specifically insured and specified in the schedule

5.3 loss or damage to motor vehicles, trailers, caravans, hang gliders, air and watercraft other than surfboards and paddle skis.

6 Gradual deterioration

gradual deterioration including the action of light, atmospheric or climatic conditions

7 Mechanical, electronic or electrical breakdown

damage to any working machine or any working part caused by mechanical, electronic or electrical breakdown, failure or breakages

8 Rust

rust or corrosion

9 Theft from unattended motor vehicle

property insured lost from an unattended motor vehicle by theft or attempted theft unless the vehicle is locked and there is violent and forcible entry to the vehicle

If the insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence shall be deemed to satisfy the forcible and violent entry or exit requirement

10 Vermin

deterioration occasioned by vermin, moths, insects or larvae

11 Wear and tear

loss or damage caused by wear and tear or depreciation

Clauses, extensions and limitations

1 Car radios clause

If sound reproduction equipment (including 1 tape or compact disc) fitted in a motor vehicle is described in the schedule to be included specific exception 9 (Theft from unattended motor vehicle) does not apply to that item.

2 Collections clause

2.1 Stamps

If a stamp collection is described in the schedule to be included:

- 2.1.1 the company will only be liable if one or more completed pages of the collection are lost or damaged
- 2.1.2 the company's liability for any one stamp will not exceed two-thirds of the value stated in any current recognised catalogue up to N\$7 500 any one stamp
- 2.2 Coins
 - If a coin collection is described in the schedule to be included the company will not be liable for:
 - 2.2.1 current coins
 - 2.2.2 more than N\$7 500 (seven thousand five hundred rand) for any one coin.

3 Contents of caravan and/or luggage trailer clause

If the contents of a caravan and/or luggage trailer are specified in the schedule to be included the following apply to those items:

- 3.1 property insured means household goods belonging to the insured or for which he/she is responsible while in the caravan or attached side tent and/or luggage trailer
- 3.2 the company will not be liable for:
 - 3.2.1 theft of property insured while the caravan or side tent is unoccupied unless there is forcible and violent entry
 - 3.2.2 theft of property insured out of luggage trailers unless there is forcible and violent entry
 - 3.2.3 more than N\$1 000 or 25% of the sum insured whichever is the greater, for any one article
 - 3.2.4 the permanent fixtures and fittings of the caravan
 - 3.2.5 stamp and/or coin collections, money, documents, jewellery, furs or any article more specifically insured
 - 3.2.6 loss or damage caused by fraud or dishonesty by any person to whom the caravan and/or luggage trailer is on loan or hire.

4 Household goods in transit extension

Cover in terms of definition 1.4 is extended to include theft of household goods belonging to the insured and in his/her custody or control whilst in transit.

5 Pedal cycles extension

This section covers loss of or damage to pedal cycles and non-motorised scooters not exceeding N\$2 500 unless specified as a separate item in the schedule

Provided that the company shall not be liable for loss of or damage to accessories and spare parts by theft or burglary unless the pedal cycle or non-motorised scooter is stolen at the same time.

6 Non-forcible and violent entry into vehicle extension (if stated in the schedule to be included)

Specific exception 9 (Theft from unattended motor vehicle) shall not apply to goods in the cab or boot of the vehicle where the insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

- 6.1 the police case number is supplied to the company;
- 6.2 after the deduction of the excess specified in the schedule, the liability of the company is further restricted to the lesser of 50% of the claim with a maximum of N\$10 000 in respect of any one event.

7 Riot and strike (excluding loss or damage occurring in the Republic of South Africa and Namibia) extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of

- 7.1 civil commotion, labour disturbances, riot, strike or lockout;
- 7.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 7.1 above;

provided that this extension does not cover

- 7.1 loss or damage occurring in the Republics of Namibia or South Africa;
- 7.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically Insured;
- 7.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 7.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 7.5 loss or damage related to or caused by any occurrence referred to in general exception 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos 7.1, 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

8 Safe deposit clause (if stated in the schedule to be included)

If cover indicated against a specified item in the schedule is BANK, insurance under this section only applies when such item is contained in a safe deposit in a bank or locked in a safe deposit or strong room of the insured when not being carried on the insured.