



Accidental Damage

Defined events (i)

The company shall indemnify the insured in respect of:

Accidental physical loss of or damage to the insured property at or about the premises not otherwise insured or for which insurance is available and described (whether incorporated in this policy or not) in terms of any section (other than Business all risks and Machinery breakdown) listed in the index of this policy.

The amount payable for all loss or damage arising out of one original cause or source shall not exceed the sum stated and notwithstanding General condition 5 this section shall not be called into contribution for any Defined event for which more specific insurance has been arranged.

Specific exceptions

The company shall not be liable for:

- (a) any peril excluded or circumstance precluded from any insurance available from the company at inception hereof or for any excess payable by the insured under such insurance or for any reduction of amount payable under any claim due to the application of underinsurance
- (b) more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as part of such pair, set or collection
- (c) any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, Police Services, crime prevention units or other officials or authorities
- (d) unexplained disappearance or shortage only revealed during or after an inventory or errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information
- (e) loss of or damage to insured property caused by:
 - (i) any fraudulent scheme, trick, device or false pretence practised on the insured (or any person having custody of the insured property) or fraud or the dishonesty of any principal or agent of the insured
 - (ii) overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exception applies only to vessels, pipes, tubes or similar apparatus
 - (iii) breakdown, electrical, electronic, mechanical derangement and/or power surge
 - (iv) altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work thereon
 - (v) fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion, rust, oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or dry rot, shrinkage, evaporation,



loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear

- (vi) denting, chipping, scratching or cracking not affecting the operation of the item
- (vii) termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions, the action of light
- (f) settlement or bedding down, ground heave or cracking of structures or the removal or weakening of support to any insured property
- (g) (i) loss of or damage to chemicals, oils, liquids, fluids, gases or fumes due to leakage or discharge from its container
- (ii) loss of or damage resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes
- (h) failure of and/or the deliberate withholding and/or lack of supplies of water, steam, gas, electricity, fuel or refrigerant
- (i) collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).

Definitions

1. Insured property

Insured property shall mean any tangible property belonging to the insured or held in trust or on commission for which they are responsible other than:

- (a) current coin (including Krugerrands and similar coins) bank and currency notes, travellers and other cheques, money and postal orders, current unused postage, revenue and holiday pay stamps, credit card vouchers, and other certificates, documents or instruments of a negotiable nature
- (b) furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art
- (c) property in transit by air, inland waterway or sea
- (d) railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electrically propelled vehicles, motorcycles, mobile plant, caravans and trailers
- (e) standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises) cableways, bridges, docks, jetties, wharves, piers, excavations, property below the ground or explosives
- (f) electronic data processing equipment and external data media (punch cards, tapes, discs and the like) and the information they contain
- (g) property in the course of construction, erection or dismantling including materials or supplies related thereto



- (h) property in the possession of customers under lease, rental, credit or suspensive sale agreements
- (i) glass, china, earthenware, marble and other fragile or brittle objects

unless stated in the schedule to be insured.

Defined events (ii)

Discharged or leakage (If stated in the schedule to be included)

Accidental physical loss of or physical damage to the insured property caused by discharge or leakage from tanks, pipes or apparatus of chemicals, oils, liquids, fluids, gases or fumes (including loss of such chemicals, oils, liquids, fluids, gases or fumes) other than loss or damage resulting from wear and tear or other operating causes of the tanks, pipes or apparatus.

Clauses and extensions

1. Restricted cover

The insurance in respect of documents, manuscripts, business books, plans, designs, patterns, models, moulds and computer system records is limited to the value of the materials and the cost of labour for recreating and excludes any expenses in connection with the production of any information contained therein or the value of such information to the insured.

2. Additional costs

In respect of buildings, plant and machinery insured, the sums insured include:

- (a) any costs incurred due to the necessity to comply with building or other regulations of any public authority in repair or reinstatement following an insured event

Provided that:

such costs do not include:

- (i) anything for which notice had been served on the insured prior to the insured event
 - (ii) anything connected with undamaged property or undamaged portions of property
 - (iii) rates, taxes, duties, development and other charges payable under the said regulations due to capital appreciation of the insured property
- (b) fees for the examination of municipal or other plans
 - (c) costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding
 - (d) the professional fees of architects, quantity surveyors and other consultants
- and the sum insured on all insured property includes
- (e) charges levied by any authorised fire brigade for their services



but the company shall not be liable under (a), (b) or (d) unless the lost or damaged property is replaced or reinstated without undue delay nor under (d) for any expenses in connection with the preparation of the insured's claim.

Further the company shall not be liable under (c) for any costs or expenses:

- (i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- (ii) arising from pollution or contamination of property not insured by this policy/ section.

3. Mortgagees

From the date of notification, the company accepts the interest of a mortgagee or others with an insurable interest in the insured property and will not prejudice such interest due to the act or omission of the mortgagor without the mortgagee's knowledge

Provided that:

the mortgagee advises the company as soon as such act or omission comes to his/her knowledge and agrees to be responsible for any additional premium resulting from the company assuming any increased hazard.

4. Railway and other subrogation

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous Premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.

5. Tenants

The insured shall not be prejudiced by the act of any tenant in premises he/she owns or in which he/she is a co-tenant or of the owner of any premises of which he/she is a tenant

Provided that:

the company is notified as soon as he/she becomes aware of such act and he/she pays any additional premium resulting from the company assuming any additional hazard.

Memoranda

1. Underinsurance (If stated in the schedule to be included)

If on the occurrence of an insured event the value of the insured property is greater than the sum insured thereon the insured shall be considered his own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item, if more than one, shall be separately subject to this memorandum.

2. Reinstatement (If stated in the schedule to be included)

The basis upon which the amount payable is to be calculated following an insured event to buildings, plant and machinery shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than such insured property when new



Provided that:

- (a) the work of replacement or reinstatement (which may be carried out on another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable despatch otherwise no payment, beyond the amount that would have been payable if this memorandum had not been incorporated in this section shall be made
- (b) the company shall not be liable for any payment beyond the amount that would have been payable if this memorandum had not been incorporated in this section, until expenditure has been incurred by the insured in replacing or reinstating the lost or damaged insured property
- (c) if, at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the insured property had been lost or damaged exceeds the sum insured thereon on the occurrence of an insured event, the insured shall be considered their own insurer for the difference and shall bear a rateable share of the loss accordingly. Each item, if more than one, to which this memorandum applies shall be separately subject to this provision
- (d) this memorandum shall not apply if:
 - (i) the insured fail to intimate to the company within 6 (six) months of the insured event or such further time as the company may allow in writing their intention to replace or reinstate the lost or damaged insured property
 - (ii) the insured are unable or unwilling to replace or reinstate the lost or damaged insured property on the same or another site.

3. First loss - Underinsurance (If stated in the schedule to be included)

If, at the time of any loss or damage arising, the total value of the property described by each item does not exceed the sums stated in the schedule then this insurance shall be declared free of underinsurance but if the total value of such property shall be greater than the aforementioned sums, the insured shall be considered as being their own insurer for the difference and the company shall be liable only for such proportion of the first loss sum insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum insured by each item.

4. First amount payable

The company shall not be liable for the first 10% (ten percent) of each and every claim

Provided that:

the insured shall be responsible for an amount of at least N\$500 (five hundred Namibia Dollar) or the amount stated in the schedule whichever is the greater.

Endorsements applicable if so stated in the schedule

1. Excluded property

It is hereby declared and agreed that the property listed in the schedule is added to the excluded property in the definition of insured property.