

## Definitions

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

### 1 Unoccupied

a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the building or on the premises does not in itself constitute occupancy of the building.

## Defined Events

Damage to the whole or part of the property described in the schedule, owned by the insured or for which they are responsible including alterations by the insured as tenants to buildings and structures, whilst (unless otherwise stated) in or on buildings constructed with walls of brick, stone, concrete, or metal on metal framework and roofs of slate, tiles, metal, concrete or asbestos (including loss of rent (if insured) relating to such buildings) at the premises, by the insured perils.

## Insured perils

### 1 Fire

fire including subterranean fire

### 2 Explosion

explosion

### 3 Lightning or thunderbolt

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

### 4 Additional perils

such additional perils as are stated in the schedule to be included.

## Additional perils (if stated in the schedule to be included)

### 1 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption) but excluding damage to property in the underground workings of any mine.

### 2 Leakage

discharge or leakage from any sprinkler, drencher system or fire extinguishing installation/appliance.

2.1 If a first loss limit is shown against this additional peril in the schedule,

2.1.1 the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed the amount stated in the schedule;

2.1.2 for the purposes of this peril only, the following shall be substituted for the average condition:

If the property insured is, at the commencement of any damage to such property by discharge or leakage, collectively of greater value than the sum insured thereon against fire damage, then the company shall be liable under this peril only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this peril applies shall be separately subject to this clause.

2.2 In respect of this peril only, specific exception 1 (Convulsion of nature) to this section is deleted.

### 3 Malicious damage

the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to

- 3.1 movable property which is
  - 3.1.1 stolen
  - 3.1.2 damaged in an attempt to remove it or part of it from any building or premises owned or occupied by the insured;
- 3.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any building or premises owned or occupied by the insured;
- 3.3 immovable property owned or occupied by the insured occasioned by or through or in consequence of
  - 3.3.1 the removal or partial removal or any attempt thereof of
  - 3.3.2 the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof.

Provided that this peril does not cover

- 3.1 damage related to or caused by fire or explosion;
- 3.2 consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 3.3 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 3.4 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 3.5 damage related to or caused by any occurrence referred to in general exception 10.1.1, 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 proviso 3.1, 3.2, 3.3, 3.4 or 3.5, damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 45 consecutive days, the insurance in respect of this peril is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this peril.

During the initial period of unoccupancy of 45 days, the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% percent of the claim with a maximum of N\$5 000 000 before deduction of any excess.

#### **4 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia)**

damage directly occasioned by or through or in consequence of:

- 4.1 civil commotion, labour disturbances, riot, strike or lockout;
- 4.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 4.1 above;

provided that this peril does not cover:

- 4.1 loss or damage occurring in the Republics of South Africa and Namibia;
- 4.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 4.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 4.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 4.5 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 proviso 4.1, 4.2, 4.3, 4.4 or 4.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

## 5 Special perils

damage caused by

- 5.1 storm, wind, water, hail or snow excluding damage to property
  - 5.1.1 arising from its undergoing any process necessarily involving the use or application of water;
  - 5.1.2 caused by tidal wave originating from earthquake or volcanic eruption;
  - 5.1.3 in the underground workings of any mine;
  - 5.1.4 in the open (other than buildings, structures and plant [which term shall not include vehicles] designed to exist or operate in the open);
  - 5.1.5 in any structure not completely roofed;
  - 5.1.6 being retaining walls;
- 5.2 aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves;
- 5.3 impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerials, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles, railway locomotives or rolling stock.

unless so described and specifically insured as a separate item

This peril does not cover

- 5.1 wear and tear or gradual deterioration;
- 5.2 damage caused or aggravated by
  - 5.2.1 leakage or discharge from any sprinkler or drencher system in buildings containing property insured hereby. This exception shall not apply to damage caused or aggravated by such leakage or discharge occurring in areas of the buildings not occupied by the insured;
  - 5.2.2 subsidence, landslip or heave;
  - 5.2.3 the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any damage.

## 6 Subsidence, landslip and heave

subsidence, landslip and heave other than

- 6.1 damage caused to or by drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
- 6.2 damage caused by or attributable to
  - 6.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the premises;
  - 6.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the premises;
  - 6.2.3 excavation on or under land other than excavations in the course of mining operations;
  - 6.2.4 normal settlement, shrinkage or expansion;
  - 6.2.5 contraction or expansion of clay and similar soil types due to its moisture or water content;
  - 6.2.6 existing damage at inception of this peril;
- 6.3 consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Provided that

- 6.1 the insured shall bear the first portion of each and every claim up to an amount calculated at 1 per cent of the sum insured on the property at the affected location with a maximum of N\$50 000;

- 6.2 the company shall not be liable for the cost of underpinning, piling or any similar work necessary to prevent loss or damage due to subsidence, landslip or heave from occurring again, except where such appropriate design precautions were already incorporated in the original construction prior to the damage.

Should the company allege cover under this peril does not apply the insured shall have the burden of proving the contrary.

If a first loss limit is shown against this additional peril in the schedule, the amount of such limit shall be the maximum liability of the company in respect of any one event and, for the purposes of this peril only, the following shall be substituted for the average condition:

If the property insured is, at the commencement of any damage to such property by subsidence or landslip, collectively of greater value than the sum insured thereon against fire damage, then the company shall be liable under this peril only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, to which this peril applies shall be separately subject to this clause.

## Specific Condition

### Average

If the property insured is, at the commencement of any damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition. Unless specifically stated in the schedule to the contrary, it is deemed that the sum insured represents the value of all property described by the item at the premises.

## Specific Exceptions

This section does not cover:

### 1 Convulsion of nature

earthquake (whether arising from mining operations or otherwise), seaquake, volcanic eruption or other convulsion of nature (other than subterranean fire) unless added as an additional peril.

Any damage happening during the existence of abnormal conditions (whether physical or otherwise) which are occasioned by or through or in consequence, directly or indirectly, of any of the said occurrences shall be deemed to be damage which is not covered by this insurance, except to the extent that the insured shall prove that such damage happened independently of the existence of such abnormal conditions. In any action, suit or other proceedings where the company alleges that, by reason of this exception, any damage is not covered by this insurance, the burden of proving the contrary shall be on the insured.

### 2 Heating or drying

damage to property occasioned by its undergoing any heating or drying process.

### 3 Marine insurance

damage to property which at the time thereof is insured by or would, but for the existence of this insurance, be insured by any marine policy(ies), except in respect of any excess beyond the amount which would have been payable under the marine policy(ies) had this insurance not been effected.

## Clauses, Extensions and Limitations

### 1 All other contents clause

The term all other contents referred to in the definition of plant and machinery includes, but is not restricted to personal effects, tools and pedal cycles, the property of the insured or directors or employees of the insured in so far as such property is not otherwise insured.

The benefit under this extension is limited to N\$15 000 for any one individual in respect of property lost or damaged whilst on the premises.

## **2 Alterations and misdescription clause**

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the company as soon as practicable after such event and the insured agrees to pay additional premium if required.

## **3 Alternative replacement conditions clause**

In the event of property insured which has a measurable function, capacity or output being damaged by a defined event and it not being possible to replace or reinstate such property in terms of the reinstatement value conditions clause, then the company will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near as possible but not inferior to that of the original property.

Provided that

- 3.1 provisos 20.1, 20.2, 20.3 and 20.4 of clause 20 (Reinstatement value conditions clause - applicable to property other than stock in trade, motor vehicles or customers' goods) apply equally to this clause;
- 3.2 in applying the provisions of proviso 20.3 of the reinstatement value conditions clause, the cost (as provided for in proviso 20.3) "which would have been incurred in replacement or reinstatement if the whole of the insured property had been damaged" will be increased by such amount payable under the alternative replacement conditions clause which is in excess of that which would have been payable under the reinstatement value conditions clause, had it been possible to reinstate or replace the property in terms thereof.

## **4 Architects' and other professional fees clause**

The insurance in respect of columns 1 and 3 of the schedule includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 20% of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

## **5 Breach of warranties clause**

The warranties and special memoranda attached hereto shall apply to the items concerned individually as if each were insured by a separate policy. The breach of any warranty or special memorandum shall void the policy only in respect of the items to which the breach applies and not in respect of the remaining items.

## **6 Capital additions clause**

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property other than stock in trade for an amount not exceeding 20% of the sum insured thereon, it being understood that the insured undertakes to advise the company each quarter (or if the period of insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

## **7 Cost of demolition and clearing and erection of hoardings clause**

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of buildings and machinery and/or the removal of debris (including stock debris) of property insured and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The company will not pay for any costs or expenses

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

## **8 Damage by wild baboons or wild monkeys or wild animals extension**

The insurance under this section is extended to include loss of or damage to insured property caused by wild baboons or wild monkeys or wild animals

Provided that:

- 8.1 wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodents, moths and vermin
- 8.2 the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed N\$10 000
- 8.3 the insured shall be responsible for the first N\$1 000 in respect of each and every claim in terms of this extension.

## **9 Designation of property clause**

For the purpose of determining where necessary the column under which any property is insured, the company agrees to accept the designation under which such property has been entered in the insured's books.

## **10 Deterioration of undamaged stocks extension**

The insurance in respect of stock in trade includes the deterioration of undamaged stocks due to the insured's inability to process such stocks following a defined event under this section

Provided that:

- 10.1 such stocks would have been utilised by the business had the defined event not occurred;
- 10.2 such stocks cannot be utilised before or, so far as can reasonably be foreseen, after the expiry of two years from the date of the occurrence;
- 10.3 the amount payable as indemnity hereunder shall be limited to the actual purchase costs incurred by the insured for such stocks or, the manufacturing costs actually incurred by the insured in producing such stocks up until the occurrence of the defined event, less, if the goods are sold, the net amount realised from such sale.

## **11 Disposal of salvage clause (if stated in the schedule to be included)**

Without diminishing the rights of the company to rely on the provisions of the general conditions in the event of a loss, the company agrees that it will not sell or otherwise dispose of any property which is the subject of a claim hereunder without the consent of the insured provided that the insured can establish to the satisfaction of the company that to do so will prejudice their interests in which event the company agrees to give the insured first option to repurchase such property at its fair intrinsic value or market value whichever is the greater.

The insured shall not be entitled under the provisions of this clause to abandon any property to the company whether taken possession of by the company or not.

## **12 Escalator clause extension (if stated in the schedule to be included)**

During each period of insurance, the sum(s) insured under columns 1 and/or 3 of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the insured shall notify the company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this clause shall cease to apply.

The additional premium for this extension shall be 50 per cent of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

## **13 Fire extinguishing charges clause**

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section provided the insured is legally liable for such costs and the property insured was in danger from the fire.

#### **14 Limitations clause**

The company's liability in respect of under column 3 of the schedule is restricted in respect of

- 14.1 money and stamps to a limit of N\$15 000;
- 14.2 documents, manuscripts, business books, plans, computer systems records and media, designs, patterns, models and moulds to the value of materials and sums expended in labour.

#### **15 Mortgagee / financier clause**

The interest of any mortgagee / financier in the insurance under this section shall not be prejudiced by any act or omission on the part of the insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier shall, however, inform the company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the company.

#### **16 Municipal plans scrutiny fee clause**

The insurance under column 1 of the schedule includes municipal plans scrutiny fee, provided that the total amount recoverable under any item shall not exceed the sum insured on the building affected.

#### **17 Public authorities' requirements clause**

The insurance under this section includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority provided that

- 17.1 the amount recoverable under this clause shall not include
  - 17.1.1 the cost incurred in complying with any of the aforesaid regulations
    - 17.1.1.1 in respect of damage occurring prior to granting of this clause
    - 17.1.1.2 in respect of damage not insured under this section
    - 17.1.1.3 under which notice has been served upon the insured prior to the happening of the damage
    - 17.1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged
  - 17.1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen
  - 17.1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations
- 17.2 the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased
- 17.3 if the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion
- 17.4 the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

#### **18 Public supply connections clause**

The insurance under this section is extended to include accidental damage to water, sewerage, gas, electricity, and telecommunication connections, the property of the insured or for which they are legally responsible between the property insured and the public supply or mains.

## 19 Railway and other subrogation clause

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.

## 20 Reinstatement value conditions clause - applicable to property other than stock in trade, motor vehicles or customers' goods

In the event of property other than stock in trade, motor vehicles or customers' goods being damaged, the basis upon which the amount payable is to be calculated 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 the insured property when new.

Provided that

- 20.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to 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 which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made;
- 20.2 until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein;
- 20.3 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 damaged, exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of this section (if more than one) to which these conditions apply shall be separately subject to this provision;
- 20.4 these conditions shall be without force or effect if
  - 20.4.1 the insured fails to intimate to the company within six months of the date of damage or such further time as the company may in writing allow, his intention to replace or reinstate the property;
  - 20.4.2 the insured is unable or unwilling to replace or reinstate the property on the same or another site.

## 21 Reinstatement value conditions clause – applicable to motor vehicles (including customers' vehicles) if insured as a specific item

- 21.1 In the event of partial damage to motor vehicles the basis of indemnity shall be the restoration costs to restore the vehicle to its pre-damage condition.
- 21.2 In cases where a new vehicle is damaged as a result of a defined event to the extent that it is in the opinion of the company beyond economical repair the basis of indemnity shall be the current purchase price of a new vehicle of the same model to that stolen or damaged or the limit of indemnity stated in the schedule whichever is the lesser, provided that if the insured is able to procure a replacement vehicle for less than the current purchase price, the benefit of such saving will be passed onto the company.  
If the insured is unable or unwilling to replace the vehicle the basis of settlement will revert to that provided by 21.3.
- 21.3 In cases where a motor vehicle which is not new is damaged as a result of a defined event to the extent that it is in the opinion of the company beyond economical repair the basis of indemnity shall be the reasonable market value of the vehicle at the time of loss or damage or the sum insured stated in the schedule whichever is the lesser.
- 21.4 For the purposes of this extension
  - 21.4.1 private type motor vehicle shall mean private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver) belonging to the insured or customers of the insured (but only if specifically insured as specific items);

- 21.4.2 new vehicle shall mean a private type motor vehicle that has, at the time of the loss or damage, been registered as new in the last twelve months and has travelled on average less than 3 500 kilometres a month since registration. The onus of proving the kilometres travelled by the vehicle shall rest upon the insured.

## **22 Reinstatement value conditions clause - applicable to stock in trade and customers' goods**

The basis upon which the amount payable as a result of a defined event in respect of

- 22.1 customers' goods (other than customers' vehicles) if insured as a specific item is to be calculated shall be either:

22.1.1 the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new;

or

22.1.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new;

- 22.2 stock-in trade is to be calculated shall be the cost price to the insured at the time of the loss.

Provided that where the property is not replaced, the terms of this condition will not apply.

## **23 Rent clause**

The company will pay the amount of rent receivable, rent payable or rental value (as the case may be) defined hereunder in the event of the premises stated in the schedule being rendered untenable during the term specified therein in consequence of damage by a defined event:

- 23.1 rent receivable - the actual rent receivable by the insured at the time of the event in respect of the aforesaid premises or on such part of the same as may then be let;

- 23.2 rent payable - the actual rent payable by the insured to the owner or landlord of the said premises;

- 23.3 rental value - the actual rental value of the said premises.

The amount payable in terms of this clause shall be in the proportion which the amount insured bears to the actual rent receivable/rent payable or rental value of the premises as the case may be and if the premises are not untenable during the whole of the aforesaid term, the company shall only be liable to pay such proportion of the amount payable as the period of time during which the premises may remain untenable bears to the whole term specified above, but the period shall not exceed the time which would be required to place the premises in a tenable condition.

## **24 Stock declaration conditions clause**

In respect of stock in trade insured under this section being subject to the stock declaration conditions, the premium is calculated on 75% of the sum or sums insured thereon, subject to the following specific conditions:

- 24.1 the insured shall declare to the company in writing the market value of their stock in trade on the last day of each month/quarter (as stated in the schedule) and shall make such declaration within 30 days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof;

- 24.2 after each (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date), the premium shall be calculated on the average sum insured, namely the total of the values declared or deemed to have been declared, divided by the number of declarations due to have been made. If the resultant premium differs from the provisional premium, the difference shall be payable by or to the insured as the case may be, but the amount payable by the company shall not exceed 50 per cent of the provisional premium;

- 24.3 any claim hereunder shall be settled in terms of point 22.2 of clause 22 (Reinstatement value conditions clause - applicable to stock in trade and customers' goods) above;

- 24.4 if, after the occurrence of damage, it is found that the amount of the last declaration is less than the amount that ought to have been declared, then the amount which would have been recoverable by the insured shall be reduced in such proportion as the amount of the said declaration bears to the amount that ought to have been declared or to the sum insured, whichever is the lesser amount. The provisions of this condition shall, if applicable, operate cumulatively with the provisions of the specific condition relating to average;

- 24.5 in consideration of the insurance not being reduced by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof to expiry of the period of insurance and such extra premium shall not be taken into account in, and shall be distinct from, the final adjustment premium;
- 24.6 the liability of the company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof;
- 24.7 the above specific conditions shall apply separately to each item in the schedule to which it is stated that these stock declaration conditions apply.

## **25 Temporary removal clause**

Except in so far as it is otherwise insured the property insured is covered whilst temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere within the Republics of Namibia and Botswana, the Kingdoms of Lesotho and Eswatini and the Republics of Malawi, South Africa and Zimbabwe.

Provided that

- 25.1 unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the company shall not exceed 20% of the sum insured applicable to any item;
- 25.2 any conditions, warranties, requirements or exceptions that are applicable to the property whilst at its original location shall apply without reservation to the property whilst being temporarily removed;
- 25.3 the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed.

## **26 Tenants clause**

The company's liability to the insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the insured) without the insured's knowledge. The insured shall, however, inform the company as soon as such act or omission which is a contravention of any of the terms, exceptions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the company.

## **27 Vehicle loads clause**

If any property hereby insured is left loaded on a vehicle on the premises, the company will indemnify the insured in respect of loss or damage to such property caused by any of the insured perils.