

## Definitions

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

### 1 Unattended vehicle

unattended vehicle shall mean

any vehicle being used by the insured or any principal, partner, director or employee of the insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle

## Defined events

Loss of or damage to the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded

provided that the insured shall be responsible for the excess stated in the schedule in respect of each and every event except a claim resulting from fire, lightning or explosion.

## Specific condition

### 1 Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

## Specific exceptions

The company shall not be liable for

### 1 Bill of lading

loss of or damage to goods consigned under a bill of lading;

### 2 Breakdown or derangement

mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;

### 3 Cash

loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;

### 4 Cleaning or repair

loss of or damage to property resulting from or caused by its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;

### 5 Fraud

loss of or damage to property resulting from or caused by the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;

### 6 Inherent vice

loss of or damage to property resulting from or caused by inherent vice or defect, vermin, insects, damp, mildew or rust;

### 7 Theft from unattended vehicles

loss or damage resulting from or caused by theft from any unattended vehicle unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit.

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 requirement for a completely closed and securely locked vehicle;

This exception will not apply to loss or damage which may occur as a result of an accident involving a road vehicle rendering any principal or employee or entrusted person incapable of retaining possession or control of the property on account of bodily injury sustained;

## **8 Wear and tear**

wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

# **Clauses extensions and limitations**

## **1 Increase in cost of working extension (if stated in the schedule to be included)**

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

## **2 Non forcible and violent entry into vehicle extension (if stated in the schedule to be included)**

Specific Exception 7 (Theft from unattended vehicles) shall not apply to goods contained in a completely closed and securely locked 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:

- 2.1 the police case number is supplied to the company;
- 2.2 after the deduction of the excess specified in the schedule, the liability of the company is further restricted to 75% of the claim with a maximum of N\$20 000 in respect of any one event.

## **3 Replacement value condition**

The basis upon which the amount payable is to be calculated shall be either

- 3.1 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

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

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly

## **4 Riot and strike (excluding loss or damage occurring in the Republics 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

- 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 extension does not cover

- 4.1 loss or damage occurring in the Republics of South Africa or 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 provisos 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.

