



Office Contents

Defined events

If any of the contents (excluding documents as defined in sub-section C - Documents and electronic data processing equipment) of the insured's office premises (hereafter called the offices) situated as stated in the schedule including landlord's fixtures and fittings the property of the insured or any principal, partner, director or employee of the insured or for which the insured is responsible (but excluding property more specifically insured, stocks and materials in trade and samples) shall be lost or damaged by any of the perils specified in sub-section A - Contents the company shall pay to the insured the value of such contents at the time of the occurrence of such loss or damage or at its option repair or reinstate such contents or any part thereof.

The company shall pay for loss of or damage to the whole or part of the property insured as stated in the schedule and described in sub-section C - Documents.

The company shall pay for loss and/or expenditure described in sub-sections B - Rent and D - Increase in cost of working.

Sub-section A: Contents

1. Fire, lightning, thunderbolt, subterranean fire, explosion
2. Earthquake but excluding loss of or damage to property in the underground workings of any mine
3. Bursting or overflowing of water tanks, water apparatus or water pipes
4. Aircraft and other aerial devices or articles dropped therefrom
5. Storm, wind, water, hail or snow
6. Impact by animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles
7. Malicious damage (as described in specific condition and extension 8)
8. Accidental breakage of mirror glass, plate glass tops of furniture or fixed glass forming part of any article of furniture

Provided that:

- (a) the limit of liability of the company shall in no case exceed in respect of each item the sum stated in the schedule
- (b) the company shall not be liable under this section for loss of or damage to any motor vehicle or any accessories in or upon such motor vehicle, livestock, bonds including bearer bonds, bills of exchange, promissory notes, and securities for money, stamps, negotiable documents, cash, currency or bank notes, jewellery, precious stones and the like.



Sub-section B: Rent

Reasonable additional expenses necessarily incurred by the insured in the event of any part of the office premises being so damaged or destroyed by any of the perils specified above as to be rendered untenable

Provided that:

- (a) the period for which the office premises shall be deemed untenable shall not exceed the time which would be required by a competent builder to put the office premises into a tenable condition and shall in no case exceed 12 (twelve) months
- (b) the liability of the company under this sub-section shall be limited to 20% (twenty percent) of the total sum insured as stated in the schedule.

For the purpose of this sub-section, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

Sub-section C: Documents

The company shall pay up to the amount of N\$7 500 (seven thousand five hundred Namibia Dollar) all costs, charges and expenses incurred by the insured in replacing or restoring any documents (as hereinafter defined) the property of the insured or in his custody or control in consequence of such documents having been destroyed, damaged, lost or mislaid

Provided that:

- (a) the insured shall cause diligent search to be made for the documents
- (b) the company shall not be liable hereunder for any loss or liability brought about or contributed to by the dishonesty of any of the insured's principals, partners, directors or employees
- (c) the company shall not be liable for claims resulting from electrical or magnetic injury or damage, disturbance or erasure of electronic or magnetic recordings except by lightning in which case the lightning loss or indemnifiable amount will be reduced by the greater of 10% (ten percent) of such amount or N\$1 000 (one thousand Namibia Dollar)
- (d) the company shall not be liable for loss or damage caused by vermin or inherent defect or by processing, copying or other work upon the documents
- (e) the company shall not be liable for loss or damage caused by gradual deterioration or wear and tear
- (f) the liability of the company under this sub-section in respect of documents shall be limited to the value of the stationery materials together with the cost of clerical labour expended in writing up and not for the value to the insured of the information contained therein.

Sub-section D: Increase in cost of working

Any additional expenditure not otherwise provided for in this section reasonably incurred by the insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefore admitted by the company under sub-sections A - Contents or C - Documents.



The indemnity under this sub-section shall not exceed 25% (twenty five percent) of the sum insured on all contents of the office premises affected.

Specific conditions and extensions

1. Contents away from offices

This section extends to include:

loss of or damage to the office contents as specified above but excluding property belonging to any principal, partner, director or employee of the insured as a result of

(a) any of the insured perils whilst:

(i) temporarily contained in any private residence, hotel, inn, boarding house or club in which the insured or his principals, partners, directors or employees may be residing

or

(ii) deposited for safe custody in any bank or safe deposit.

2. Tenant's liability

All sums which the insured shall become legally liable to pay to the landlord of the office premises arising from loss or damage by any of the perils specified above to such portion or portions of the said office premises (including fixtures and fittings the property of the landlord therein) as may be occupied by the insured as tenant including all costs and expenses of litigation arising therefrom incurred by the insured with the written consent of the company

Provided that:

the liability of the company under this extension shall be limited to N\$1 000 000 (one million Namibia Dollar) in respect of any term of insurance.

3. Underinsurance

Not applicable to:

(a) peril 8 of sub-section A - Contents

(b) extension 15 - Theft as a result of violent entry or exit (If insured on a first loss basis)

(c) optional extension 16 - Theft (If insured on a first loss basis)

If the property hereby insured at the time of any loss be collectively of a greater value than the sum insured thereon then the insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, of this section shall be separately subject to this condition.

4. Workmen

Contractors may be working in or on any of the within described buildings without prejudice to this section.



5. Fire extinguishing charges

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.

6. Security costs

The company will indemnify the insured in respect of the reasonable costs of security incurred out of necessity until the replacement or repair following loss or damage to property insured under this section has been completed.

7. First amount payable

The insured shall be liable for the following first amount payable in respect of each and every claim:

- (a) N\$250 (two hundred and fifty Namibia Dollar) of each and every claim (other than claims for loss of or damage due to lightning strike(s) or theft as a result of forcible and violent entry or exit)
- (b) N\$1 000 (one thousand Namibia Dollar) of each and every claim due to lightning strike(s) or theft as a result of forcible and violent entry or exit
- (c) 10% (ten percent) of the loss with a minimum of N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim as a result of theft not accompanied by forcible and violent entry to or exit from the premises or the amount stated in the schedule whichever is the higher.

8. Malicious damage

Subject otherwise to the terms, conditions, exceptions and warranties contained therein sub-sections A - Contents, B - Rent and C - Documents are extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage other than damage to:

1. movable property which is:
 - (a) stolen
 - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
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 premises owned or occupied by the insured
3. immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - (a) the removal or partial removal or any attempt thereof of
 - (b) 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 this extension does not cover:



- (a) loss or damage related to or caused by fire or explosion
- (b) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
- (c) loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A)(i), (ii), (iii), (iv), (v), (vi) or (vii) 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 (a), (b), (c), (d) or (e) loss or 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 30 (thirty) consecutive days, the insurance in respect of this extension 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 extension.

During the period of the initial unoccupancy of 30 (thirty) consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

9. Lightning conductors

It is a condition to which liability of the company under this section is subject that all buildings with grass, straw or thatched roofs be supplied with, and properly fitted with a SABS-approved lightning conductor or lightning conductor of a similar or superior standard which is installed with the exclusive purpose of conducting lightning away from the said building unless stated otherwise in the schedule.

10. Riot and strike (If stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, sub-sections A - Contents, B - Rent and C - Documents of this section are extended to cover damage directly occasioned by or through or in consequence of:

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

Provided this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured



- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A), (ii), (iii), (iv), (v) or (vi) 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 (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

11. Loss of locks and keys

This section is extended to indemnify the insured in respect of the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the insured property following upon loss of or damage to the lock or key, remote or alarm controller or upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote or alarm controller.

This section also covers the reasonable expenses incurred in an emergency to call in a locksmith as a result of the loss of such keys, remote and/or alarm controller

Provided that:

- (i) the liability of the company in respect of any one loss shall not exceed N\$10 000 (ten thousand Namibia Dollar) N\$10 000 (ten thousand Namibia Dollar)
- (ii) the company shall not be liable for the first N\$250 (two hundred and fifty Namibia Dollar) in respect of each and every event

12. Capital additions

The insurance under this section covers alterations, additions and improvements (but not appreciated in value in excess of the sums insured) to the property for an amount not exceeding 25% (twenty five percent) of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

13. New and additional premises

If the insured occupies offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdoms of Eswatini, Zimbabwe and Malawi, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section

Provided that:

- (i) the insured shall, within a reasonable time of taking occupation, advise the company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance
- (ii) this specific condition shall not apply to any loss if and so far as the same is otherwise insured.



14. Removal of debris

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by the insured in respect of the removal of debris following loss of or damage to the insured property by any peril hereby insured against, provided the liability of the company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule to be insured on the property affected.

The company will not pay for any costs or expenses:

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

15. Theft as a result of violent entry or exit

The following peril 9 is added to the perils applicable to sub-section A - Contents:

9. theft accompanied by forcible and violent entry to or exit from the offices or any attempt thereat or due to theft (or attempt thereat) following upon violence or threat of violence

Provided that:

- (i) the company shall not be liable in respect of this extension for theft or attempted theft by any principal, partner in or of, or director or employee of the insured
- (ii) the amount payable shall be reduced by the compulsory first amount payable stated in specific condition 7(b) of this section
- (iii) the company shall not be liable in respect of personal effects being the property of the insured or any principal, partner, director or employee of the insured exceeding N\$2 500 (two thousand five hundred Namibia Dollar) in respect of any one individual.

16. Theft (If stated in the schedule to be included)

The following peril 10 is added to the perils applicable to sub-section A - Contents:

10. theft or any attempt thereat except by a principal, partner in or of, or director or employee of the insured

Provided that:

- (i) the amount payable shall be reduced by the compulsory first amount payable stated in specific condition 7(c) of this section
- (ii) the maximum amount payable shall not exceed the sum insured stated in the schedule for this extension, less the compulsory first amount payable
- (iii) the company shall not be liable in respect of personal effects being the property of the insured or any principal, partner, director or employee of the insured exceeding N\$2 500 (two thousand five hundred Namibia Dollar) in respect of any one individual.



17. Power surge (All contents)

The insurance under this section is extended to include loss or damage caused by power surge provided that:

- (i) 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\$25 000 (twenty-five thousand Namibia Dollar) or the amount stated in the schedule whichever is the lesser, or in the annual aggregate (being the period of twelve consecutive months from the inception date or anniversary date) a total amount of N\$50,000 (fifty thousand Namibia Dollar)
- (ii) the insured shall be responsible for a first amount payable of 10% of claim minimum N\$1,000 (one thousand Namibia Dollar)
- (iii) for the purposes of this extension; cover is only extended to include the property specifically insured under this section
- (iv) this extension specifically excludes any consequential losses which may arise following an insured loss

Specific condition Underinsurance shall not apply to this extension.

Definitions

1. Documents

Documents means films, tapes, addressograph plates, drawings, abstracts, mortgages, manuscripts, deeds, wills, agreements, maps, plans, records, written or printed books, letters, certificates or written or printed documents or forms of any nature (excluding any bearer bonds or coupons, stamps of any kind, securities, cheques, any written evidence of indebtedness or obligation, computer software and computer data carrying media, bank or currency notes or other negotiable paper) the property of or entrusted to the insured which are actually in his possession or which are believed to be in his possession or in the hands of any other party to whom such documents have been entrusted by the insured in the ordinary course of business.

2. Electronic data processing equipment

Electronic data processing equipment as mentioned under Defined events of this section is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

Endorsements applicable if so stated in the schedule

1. Burglar alarm

In respect of any premises at which a burglar alarm system is installed it is a condition precedent to liability of the company and warranted that:

- (a) the burglar alarm system installed at the premises shall be made fully operative whenever the premises are not open for business unless a principal, partner, director or employee of the insured is on the premises



(b) such burglar alarm system shall be maintained in proper working order but the insured shall be deemed to have discharged their liability therefore if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system. This insurance shall not cover loss of or damage to the property following the use of the keys of the burglar alarm system or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence to any person.

2. Protections

The insured shall continue to use and maintain in efficient condition all protections represented, agreed or implied as being in use at the premises to prevent, hinder or detect entry or exit by thieves.

To the extent that any of these protections are defective at the time of any loss the company shall not be liable under this section unless the insured shall prove that such defects:

- (a) could not reasonably have been detected by the insured or were detected but could not reasonably have been rectified before the loss occurred and that adequate alternative protection had been instituted and the company notified as soon as possible
- (b) did not in any way contribute to the ability of the thieves to enter, remain in or escape from the premises or any section thereof or reduce the possibility of them being discovered.

3. Watchman

It is a condition precedent to all liability of the company and so warranted that at the commencement of this insurance a watchman shall be employed for the protection of the premises at all times when the same are closed for business.