



Single Transit - General

Defined events

The company shall indemnify the insured in respect of loss of or damage to the whole or part of the insured property which includes containers and/or covers in which the cargo is packed, the property of the insured whilst in transit in or on any means of conveyance caused by any of the insured perils.

The liability of the company in respect of any one item of this section for all loss or damage in respect of any single occurrence or in respect of a series of occurrences resulting from or which is attributable to any single source or original cause shall not exceed the amount insured against such item mentioned in the schedule of this section.

Insured perils

The company shall indemnify the insured up to the limit of indemnity as stated in the schedule in the event of loss of or destruction of or damage to the insured property the property belonging to the insured directly caused by fire, lightning, flood, collision and overturning of the conveyance, loading and/or unloading of the cargo and theft following the abovementioned occurrences whilst conveyed in or on any means of conveyance.

Specific exceptions

This section does not cover:

- (a) depreciation or loss or damage arising from wear and tear, dents, scratches or occasioned by moth, vermin, insects, damp, mildew, rust or any process of heating, drying, cleaning, dyeing, alteration or repair to which the said property is subjected
- (b) loss or damage by theft or attempt thereof or dishonesty of any principal, partner, director or any person in the employ of the insured whether acting alone or in collusion with others
- (c) earthquake, volcanic eruptions or other convulsions of nature
- (d) breakage of articles of a brittle nature unless such breakage is caused by burglars, thieves or fire
- (e) loss by leakage of any liquid from the receptacle in which it is contained except when caused by perils insured against in this section
- (f) deeds, bonds, coins, money, securities, stamps, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts unless specifically stated in the schedule
- (g) damage to any working machine or part thereof as a result of electronic, electrical or mechanical breakdown
- (h) consequential loss of any nature whatsoever
- (i) inherent vice or defect regarding the insured property
- (j) loss of or damage attributed to by inferior packing



- (k) loss or damage incurred while any vehicle is being driven by:
- (i) the insured while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of the insured exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle
 - (ii) any other person with the general consent of the insured who, to the insured's knowledge, is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than himself/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in the normal course of his/her business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles

Provided that:

any driver shall be deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to under the territorial limits of this section, or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners

- (l) loss of or damage to the insured property consequent upon hijacking or any attempt thereat
- (m) loss of or damage resulting from death and/or destruction of livestock, pedigreed animals, game and/ or ostriches
- (n) breakdown of refrigeration equipment
- (o) 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
- (p) loss of or damage to property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdoms of Eswatini, Zimbabwe, Malawi and Mozambique.

Specific conditions

1. First amount payable

The company shall not be liable for:

- (a) the first 5% (five percent) with a minimum of N\$500 (five hundred Namibia Dollar) of each and every claim
- or
- (b) the first amount payable stated in the schedule whichever is the greater.



2. Period of transit

Transit shall be deemed to commence with the loading on any means of conveyance (including carrying goods thereto) and continue during transportation to the destination and temporary storage (not exceeding 96 hours) during the course of the journey and to end with the delivery including unloading of the property at destination.

3. Refusal of receipt

If any consignee shall refuse to accept property dispatched by the insured then transit shall be deemed to continue and the insurance in respect of such property shall remain in force until the property is delivered at the premises of the insured

Provided that:

the insured shall take all reasonable steps to ensure that the property is returned to him as soon as is reasonably possible.

4. Other means of conveyance

Where the means of conveyance is by specified vehicle(s) the insurance by this section shall apply to property in or on any vehicle temporarily used in place thereof whilst the specified vehicle is undergoing repair or servicing

Provided that:

such replacement vehicle is not the property of the insured nor leased or hired by him under a lease or hire purchase agreement except when hired for such period as is necessary for repair or servicing of the means of conveyance.

5. Breakdown of means of conveyance

In the event of breakdown during transit of the means of conveyance or if for any reason beyond the insured's control the property is endangered nothing contained herein shall debar the utilization of any other form of transport to assist completion of the transit and the insurance afforded shall not be prejudiced thereby.

6. Debris removal

The insurance under this section includes costs necessarily incurred by the insured in respect of the clearing up and removal of debris following damage to the means of conveyance or to the property thereon, subject to a limit of N\$10 000 (ten thousand Namibia Dollar) or the limit stated in the schedule, whichever is the greater, in respect of any one Defined event.

7. Fire extinguishing charges

If the property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the company will in addition to indemnifying the insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire

Provided that:

the liability of the company shall not exceed N\$10 000 (ten thousand Namibia Dollar) any one occurrence or the limit stated in the schedule.



Endorsements applicable if so stated in the schedule

1. Hijacking

In consideration of the payment of an additional premium Specific exception (I) of this section is cancelled and cover is extended to include loss of or damage to the property as stated in the schedule as a result of hijacking

Provided that:

the insured shall be liable for the first 20% (twenty percent) of each and every claim.

2. Riot and strike

In consideration of the payment of an additional premium and 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:

- (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 that 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 provisos (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.