



Theft

Defined events

The company shall indemnify the insured in respect of loss of or damage to all contents, (the property of the insured or for which they are responsible) of any building at the insured premises described in the schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence.

Specific exceptions

The company shall not be liable for:

1. loss or damage by any such theft or any attempt thereat by any principal, partner, director, any of the insured's family, employees, domestic servants or any person lawfully on the premises except such theft or any attempt thereat following violence or threat of violence
2. loss or damage which can be insured against by a fire or glass insurance policy (except after an explosion caused by thieves in an attempt to enter or to open a safe or strong room), or is insured by a marine insurance policy
3. loss of or damage to cheques, money, coins, medals, securities, stamps of any kind, bills of exchange, documents of any kind, manuscripts, business books, patterns, moulds, plans or designs unless specifically insured hereunder
4. loss of or damage during or consequent upon fire or explosion
5. loss of or damage to property contained in or on any garden, veranda or yard or in the open
6. consequential loss or damage of any nature whatsoever.

Extensions

1. All contents

Should this section insure "all contents" of the premises this term shall extend to include:

- (a) documents, manuscripts, business books, computer system records and media, plans and designs, but only for the value of materials and sums expended in labour on the said articles and not for the value to the insured of the information contained therein
- (b) patterns, models and moulds but only for the value of materials and sums expended in labour on the said articles
- (c) personal effects, tools, clothing and pedal cycles the property of the insured or any principal, partner, employee or director of the insured in so far as the same are not otherwise insured, limited to N\$3 000 (three thousand Namibia Dollar) for any one person.



2. Locks and keys

In addition to the limit of indemnity stated in the schedule the company will indemnify the insured in respect of the cost of replacing locks and keys to any insured premises following upon the disappearance of any key to such premises or following upon the insured having

reason to believe that any unauthorised person may be in possession of a duplicate of such key

Provided that:

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

3. Damage to the buildings

In addition to the limit of indemnity stated in the schedule:

- (a) the insurance under this section includes:
 - (i) damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat
 - (ii) loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence
- (b) the company will reimburse the insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section

Provided that:

the company's liability shall not exceed the greater of N\$10 000 (ten thousand Namibia Dollar) or the amount stated in the schedule in respect of any one event.

4. Thieves concealed upon the insured premises/use of skeleton keys/additional premises

The insurance under this section extends to cover loss of or damage to the property insured:

- (a) caused or accompanied by:
 - (i) a thief or thieves being concealed upon the insured premises before close of business
 - (ii) entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the company that such a skeleton key or device was used
- (b) whilst in a building at any additional premises used by the insured provided that:



- (i) such additional premises are advised to the company within 30 (thirty) days from the time the risk attaches to the company
- (ii) an additional premium, if any, is paid
- (iii) the company's liability in respect of this extension shall not exceed 50% (fifty percent) of the highest amount stated in the schedule to any one premise.

5. Guesthouses (Accommodation and lodging) (If stated in the schedule to be included)

In consideration of the payment of an additional premium it is hereby declared and agreed that the wording relating to "Defined events" in terms of this section is amended to read as follows:

Defined events

The company shall indemnify the insured in respect of loss of or damage to all contents, (the property of the insured or for which he/she is responsible) of any building at the insured premises described in the schedule as a result of theft (or any attempt thereat)

Provided that:

where contents of any off-sales or bar stocks are insured, theft of the contents of such off-sales or bar stocks must be accompanied by visible, forcible and violent entry into or exit from such building(s), except for theft (or any attempt thereat) following violence or threat of violence.

Specific conditions

1. First amount payable

The company shall not be liable for:

the first 10% (ten percent) of each and every claim

Provided that:

- (a) the insured shall be liable for an amount of at least N\$250 (two hundred and fifty Namibia Dollar) of each and every claim
- (b) this specific condition shall not be applicable to losses that may arise in terms of paragraph (c) of extension 1 hereto in respect of personal effects, tools, clothing and pedal cycles of the insured, any principal, partner, employee or director of the insured, as well as losses that may arise in terms of extension 2 of this section in respect of locks and keys.

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.