



Fire

Defined events

If the property described in the schedule or any part thereof owned by the insured or held by him in trust or on commission for which he is responsible shall be destroyed or damaged by the following perils:

1. fire
2. lightning or thunderbolt
3. explosion

the company shall pay to the insured the value of the property at the time of the occurrence of its destruction or the amount of such damage or at its option reinstate, replace or repair such property or any part thereof

Provided that:

the liability of the company shall in no case exceed in respect of each item the sum stated in the schedule.

Extensions (Not applicable to paddock and boundary fencing and game and/or ostriches in the open)

A. Special perils

This section is extended to include loss of or damage to the property as described herein directly caused by:

1. storm, wind, water, hail or snow excluding loss of or damage to property:
 - (a) arising from its undergoing any process necessarily involving the use or application of water
 - (b) caused by tidal wave originating from earthquake or volcanic eruption
 - (c) in the underground workings of any mine
 - (d) in the open (other than buildings, structures and plant designed to exist or operate in the open)
 - (e) in any structures not completely roofed
 - (f) being retaining walls
2. aircraft, other aerial devices or articles dropped there from
3. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

} unless so described and specifically insured as a separate item



This extension A does not cover the following:

- (a) plastic- and/or all other tunnels
- (b) wear and tear or gradual deterioration
- (c) destruction or damage caused or aggravated by:
 - (i) leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in buildings containing property insured hereby
 - (ii) subsidence or landslip
 - (iii) the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage.

B. Earthquake

This section is extended to include destruction or damage caused by earthquake but excluding destruction or damage to property in the underground workings of any mine.

C. Spontaneous combustion

This section is extended to include destruction or damage by fire only of or to the insured property (in respect whereof this extension is applicable) caused by its own spontaneous fermentation, heating or combustion.

D. Malicious damage

This section is 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 loss or damage other than loss of or 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 ofthe said immovable property or any part thereof with the intention of stealing any part thereof

Provided that 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 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.

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.

E. Damage to water tanks, water apparatus, geysers or water pipes

This section is extended to cover loss of or damage to water tanks, water apparatus, geysers or water pipes the property of the insured installed in the buildings described in the schedule

Provided that:

the insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar)N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim.

Specific exceptions

This section does not cover:

1. any loss of or damage as a result of structural defects, faulty design, defective workmanship and maintenance, normal wear and tear and corrosion
2. any loss of or damage occasioned by or through or in consequence, directly or indirectly by:
 - (a) its undergoing any heating or drying process (unless specifically included)
 - (b) the act of any lawfully constituted authority
3. any loss of or damage to:
 - (a) securities, obligations or cheques
 - (b) computer systems records



- (c) explosives
- (d) growing crops, plants, trees, crude fodder, hay, straw, chaff and any other similar crops
- (e) game, poultry, birds, aquaculture, livestock, pedigreed animals, bloodstock or any other animals

unless otherwise expressly stated in this section.

Special provisions with reference to crude fodder, hay, straw, chaff and similar crops in buildings as well as tobacco in air curing barns

In the event of loss of the insured property by fire or lightning as defined in this section, the company shall not be liable to pay more than 75% (seventy five percent), or should any other insurance exist, the rateable proportion of 75% (seventy five percent) of the market value of the property or the sum insured whichever shall be the lesser immediately prior to the fire

Provided that:

- (a) the insured shall be considered as being his own insurer for 25% (twenty five percent) of the market value of the insured property or the sum insured, whichever shall be the lesser and shall therefore bear at least 25% (twenty five percent) of any loss
- (b) the liability of the company in respect of crude fodder stored in enclosed buildings shall not exceed N\$250 000 (two hundred and fifty thousand Namibia Dollar) per building unless specifically stated in the schedule relating to crude fodder, hay, straw, chaff and similar crops in buildings as well as tobacco in air curing barns
- (c) the liability of the company in respect of crude fodder stored in buildings not fully enclosed shall not exceed N\$100 000 (one hundred thousand Namibia Dollar) per building unless specifically stated in the schedule relating to crude fodder, hay, straw, chaff and similar crops in buildings as well as tobacco in air curing barns

Special provisions with reference to game and/or ostriches

1. Death or destruction by lightning only or by fire, lightning and explosion only

In the event of the death or destruction of the game and/or ostriches stated in the schedule caused by lightning only or by fire, lightning and explosion only the company shall in terms of this section or should any other insurance exist, be liable to compensate the insured to the extent of the loss or damage the rateable proportion of the market value of the property or the sum insured stated in the schedule, whichever shall be the lesser or at the company's option replace such property

Provided that:

The company shall not be liable for:

- (a) damage to or loss of game and/or ostriches not belonging to or held in trust by or in the custody or under the control of the insured or any employee or agent of the insured
- (b) confiscation, requisition, destruction or detention of any game and/or ostriches by order of any statute, government or public authority



- (c) slaughter of game and/or ostriches without the consent of the company except in the case of an injury caused by an insured peril necessitating that the animal be slaughtered without delay in the interests of humaneness

Provided that:

the company may have a post mortem examination carried out by a veterinary surgeon of its choice if it elects to do so

- (d) consequential loss of any nature whatsoever.

2. Condition of animals

Game and/or ostriches described in the schedule must all be sound and in perfect health and free from injury at the commencement of this insurance.

3. Death of game and/or ostriches

On the death of any animal described in the schedule the insured shall immediately give notice thereof to the company and shall give the company the opportunity of inspecting the carcass by not cutting or disposing of it until the expiration of at least 24 (twenty four) hours after such notice shall have been received by the company. The insured shall at his own expense within 14 (fourteen) days after being requested to do so furnish to the company such information accompanied by such veterinary certificates and satisfactory proof as to death, identity and value of the animal as the company may require. The burden of proving that an insured animal has not died from an excepted cause as described in this section shall rest upon the insured. If the claim be admitted the insured shall dispose of the carcass to the best advantage and the amount realised shall belong to the company

Provided that:

in the event of claims for the death of game or ostriches caused by lightning:

- (a) at the time of submitting a claim the insured shall furnish the company with a sworn affidavit
- (i) to confirm that the death of the animal(s) was caused by lightning
- (ii) declaring at the time of the loss the total number of game and/or ostriches the insured possessed as well as the total number of game and/or ostriches not belonging to, or held in trust by, or in the custody, or under the control of the insured or any employee or agent of the insured.

4. First amount payable in respect of loss by lightning

In the event of the game and/or ostriches insured by this section being destroyed as a result of lightning the insured shall be responsible for the first 10% (ten percent) of each and every loss with a minimum of N\$1 000 (one thousand Namibia Dollar) N\$1 000 (one thousand Namibia Dollar) in the case of large game and/or ostriches and 10% (ten percent) of each and every loss with a minimum of N\$500 (five hundred Namibia Dollar) in the case of small game.

5. All species

All game and/or ostriches of specific specie must be insured.



Specific conditions, clauses and extensions

1. Rent

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 herein in consequence of damage by a Defined event.

(i) 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

(ii) Rent payable:

The actual rent payable by the insured to the owner or landlord of the said premises

(iii) Rental value:

Actual rental value of the said premises.

The amount payable in terms of this special condition 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.

2. Alterations and misdescription

The insurance by 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 structural alterations, repairs to buildings, machinery or plant, only if notice thereof is given to the company as soon as practicable after such event and the insured shall pay additional premium if required.

3. Rebuilding costs

The insurance under this section covers costs necessarily incurred by the insured to repair or replace the buildings or machinery in respect of the following as a result of loss or damage caused by any of the insured events:

- (a) architects', surveyors', consulting engineers' and other fees approved by the company
- (b) demolition, debris removal (including stock debris) or the erection of pavement hoardings during rebuilding operations
- (c) costs to comply with building regulations framed in accordance with any act of parliament or by ordinance of any municipal or other local authority

Provided that:

the liability of the company in respect of these costs will not exceed 20% (twenty percent) of the sum insured.



4. Breach of conditions

The conditions of this section shall apply individually to each of the risks insured and not collectively to them. Thus a breach of any condition shall void the section only in respect of all the risks to which that breach applies and does not affect the section in respect of the other risks.

5. Capital additions

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 and materials in trade 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 pay the appropriate additional premium thereon.

6. Designation of property

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.

7. Disposal of salvage

Without diminishing the rights of the company to rely on the provisions of General condition 9 (a)(i) of this policy, in the event of 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 condition to abandon any property to the company whether taken possession of by the company or not.

8. Mortgagee

The interest of any mortgagee in the insurance under column 1 of the schedule of this section shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee shall, however, inform the company as soon as any such act or omission comes to his/her knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this condition be assumed by the company.

9. 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.

10. All other contents

The term, "all other contents" used in this section is extended to include:



- (a) money and stamps for an amount not exceeding N\$7 500 (seven thousand five hundred Namibia Dollar)
- (b) documents, manuscripts, business books, 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
- (c) patterns, models and moulds but only for the value of materials and sums expended in labour on the said articles
- (d) personal effects (including pedal cycles) the property of the insured or principals, partners, directors or employees of the insured, insofar as the same are not otherwise insured for an amount not exceeding N\$7 500 (seven thousand five hundred Namibia Dollar) in the case of any one individual.

11. Public authority's requirements (applicable to buildings only)

The insurance under this section shall include such additional cost of repairing or rebuilding the damaged insured property as may be 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:

1. the amount recoverable under this condition shall not include:
 - (a) the cost incurred in complying with any of the aforesaid regulations:
 - (i) in respect of damage occurring prior to granting of this condition
 - (ii) in respect of damage not insured by this section
 - (iii) under which notice has been served upon the insured prior to the happening of the damage
 - (iv) in respect of undamaged insured property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance of that portion damaged)
 - (b) 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
 - (c) 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 insured property or by the owner thereof by reason of compliance with any of the aforesaid regulations
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 condition not being thereby increased



3. if the liability of the company under any item of this section apart from this condition 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 condition in respect of any such item shall be reduced in like proportion
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

12. Railway and other subrogation

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.

13. Temporary removal

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 in the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdoms of Eswatini, Zimbabwe and Malawi

Provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the company shall not exceed 15% (fifteen percent) of the sum insured
2. the amount payable under this condition shall not exceed the amount that would have been payable had the loss occurred on that part of the premises from which the property was temporarily removed.

14. Tenant's

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 any 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.

15. Vehicle load

In the event of any of the insured's vehicles being left loaded overnight whilst in or on the premises described in the schedule hereto the company shall indemnify the insured in respect of such load in the event of loss or damage by any of the perils insured against by this section.

16. Workmen

Contractors may work in or on any of the buildings described herein without prejudice to this insurance.

17. Reinstatement value

In the event of the property (other than stock, game and/or ostriches and motor vehicles as defined in the motor section of this policy) 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 or more extensive than the insured property when new

Provided that:

- (a) the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable despatch, and in any case must be completed within 12 (twelve) months after the destruction or damage or within such further time as the company may (during the said 12 (twelve) months) in writing allow, otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made
- (b) 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
- (c) 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 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 share 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
- (d) these conditions shall be without force or effect if:
 - (i) the insured fail to intimate to the company within 6 (six) months of the date of damage or such further time as the company may in writing allow, their intention to replace or reinstate the property
 - (ii) the insured are unable or unwilling to replace or reinstate the property on the same or another site.

18. Computer systems records

The insurance of any item of computer systems records shall be limited to the costs of material together with the costs of clerical labour and computer time expended in reproducing such records (excluding any expenses in connection with the production of information to be recorded therein) and not the value to the insured of the information contained therein.

19. Security costs

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

20. Underinsurance

- (a) Not applicable to windmills, game and/or ostriches

If the property insured at the time of any loss be collectively of 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

- (b) Applicable to windmills, game and/or ostriches

If at the time of any loss of the game and/or ostriches and windmills as insured under this section against the perils as defined herein it is found that the number of the specific kind of game and/or ostriches and windmills is higher than the number insured 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, shall be separately subject to this specific condition.

21. First amount payable in respect of pumps and electric motors

The insured shall be liable for the first 10% (ten percent) of each and every claim or N\$1 000 (one thousand Namibia Dollar)N\$1 000 (one thousand Namibia Dollar) whichever is the greater in respect of damage to pumps, electric or electronic motors and electrical switchgear thereof directly or indirectly caused by lightning.

22. Storage of crude fodder

In respect of the insurance by this section it is a condition precedent to liability of the company that all combustible material and vegetation within an area of at least 5 (five) metres in width in the immediate vicinity of the insured building or structure concerned in which crude fodder of any kind is kept or stored shall be cleared and removed from the site. This condition is only applicable to the building and contents of the building which is the subject of a claim.

23. Irrigation pipes and pumping equipment below the normal flood levels

This section does not cover loss of or damage to irrigation pipes and pumping equipment which is situated below the normal flood levels directly caused by any peril as described under extension A - Special perils.

24. Tobacco (Special perils)

In respect of tobacco in air-curing barns the following conditions shall apply:

- (i) the liability of the company shall be limited to 75% (seventy five percent) of any loss and shall under no circumstances exceed 75% (seventy five percent) of the total sum insured
- (ii) the company shall not be liable for loss caused by water unless the roof of the building is so damaged by any of the perils insured under this section that water penetrates the building.

25. Poultry (Special perils as defined under extension A)

The company shall not be liable for the death of poultry as a result of special perils as defined unless the poultry is at least 6 (six) weeks old

Provided that:

- (a) the death of poultry will be subject to an insured peril which is accompanied by the physical loss or damage to the structure or structures wherein the poultry is lodged



- (b) the insured will be responsible for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar)N\$1 000 (one thousand Namibia Dollar) of each and every claim.

26. Hammermills

In respect of the insurance by this section it is a condition precedent to liability of the company that no process of milling is carried out within any insured building or structure or within an area of at least 5 (five) metres from such building or structure.

27. First amount payable in respect of property in the open

The insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar)N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim for loss of or damage to property in the open.

28. First amount payable in respect of television relay stations and radio masts

In the event of any loss of or damage to television relay stations and radio masts directly or indirectly caused by lightning the insured shall be responsible for the first 10% (ten percent) with a minimum of N\$500 (five hundred Namibia Dollar) of each and every claim.

29. Lightning conductors

It is a condition precedent to liability in terms of this section 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(s) unless stated otherwise in the schedule.

30. Builder's risk

Whilst the property described in the schedule is under construction or is subject to additions, alterations or repair work and until it is finally completed extension A special perils is deemed to read as follows:

"A. Special perils

This section covers loss of or damage to the property described herein directly caused by:

1. storm
2. aircraft, other aerial devices or articles dropped there from
3. impact by animals, trees (excluding falling trees whilst contractors are engaged in the felling thereof) or vehicles.

This extension A does not cover loss of or damage:

- (a) caused by tidal wave originating from earthquake or volcanic eruption
- (b) in the underground workings of any mine
- (c) in the open (other than buildings, structures and plant designed to exist or operate in the open)



- (d) in any structures not completely roofed
- (e) to retaining walls
- (f) the first N\$250 (two hundred and fifty Namibia Dollar) of each and every claim over and above any compulsory first amount payable which may be applicable
- (g) as a result of wear and tear or gradual deterioration
- (h) caused or aggravated by:
 - (i) leakage or discharge from any sprinkler or drencher system in the buildings insured hereby or in buildings containing property insured hereby
 - (ii) subsidence or landslip
- (i) to animals, trees, aerials, satellite dishes or property in or on vehicles
- (j) as a result of impact with any of the property insured by any animal or vehicle belonging to, in the custody of and/or under the control of any contractor or sub-contractor or any of their employees whilst engaged with:
 - (a) the construction of or completion of the insured property
 - (b) architectural alterations and/or additions to and/or restoration to the insured property or the completion of such alterations, additions or restorations.

31. Paddock and boundary fences (Restricted to fire and lightning only)

In respect of paddock and boundary fences the following conditions shall apply:

- (i) the company's liability in respect of boundary fences only is limited to 50% (fifty percent) of the total reinstatement value thereof and the terms as contained in specific condition 20(a) "Underinsurance" of this section shall apply accordingly
- (ii) all paddock and boundary fencing of the insured must be insured
- (iii) the company shall not be liable for loss of or damage to paddock and boundary fences if it is found that such fencing was not in an insurable condition at the commencement of cover

Provided that:

the insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar) N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim.

32. Public supply connections

This section is extended to cover 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.

33. Alternative reinstatement value (Design capacity)



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, then the company will pay the cost of replacing such property with property the quality, capacity, function or output of which is as near possible but not inferior to that of the original property

Provided that:

1. proviso (a), (b), (c) and (d) of the reinstatement value conditions apply equally to this clause
2. in applying the provision of proviso (c) of the reinstatement value conditions, the cost as provided for in proviso (c) "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 reinstatement value 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.

34. Aerials and satellite dishes

This section is extended to include damage to aerials and satellite dishes caused by break-age or collapse thereof

Provided that:

the company's liability shall not exceed N\$5 000 (five thousand Namibia Dollar) in respect of any one occurrence.

35. Boundary fences full value (Cover restricted to fire and lightning only) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the cover under extension 31 Paddock and boundary fences is increased from 50% (fifty percent) to 100% (one hundred percent) of the total reinstatement value

Provided that:

the same conditions shall apply as under extension 31 Paddock and boundary fences.

36. Pallets clause (If stated in the schedule to be included)

It is a condition precedent to liability that all stocks are raised at least 150 (hundred and fifty) millimetres off the floor and placed onto pallets, shelves, or the like. In the event of non-compliance with this clause, the company shall not indemnify the insured in respect of water damage to such stocks.

37. Temporary repairs and measures after a loss

This section is extended to include all reasonable costs and/or expenses incurred by the insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after a defined event

Provided that:



the liability of the company for such costs and/or expenses shall not exceed N\$15 000 (fifteen thousand Namibia Dollar) in respect of any one event.

38. Subsidence and landslip (Limited cover)

This section is hereby extended to include loss of or damage caused by subsidence and landslip other than loss or damage caused to or by:

- (a) drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates, fences, driveways, paving, swimming pool borders or tennis courts
- (b) or attributable to faulty design, insufficient compacting or filling, poor construction
- (c) removal or weakening of support
- (d) structural alterations, additions or repairs
- (e) surface or subterranean excavations except those performed during mining operations
- (f) normal settlements, shrinkage or expansion
- (g) contraction or expansion of clay and similar soil types due to its moisture or water content
- (h) existing damage at inception of this extension
- (i) consequential loss of any kind whatsoever except loss of rent.

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

The insured will be responsible for the first N\$5 000 (five thousand Namibia Dollar) of each and every claim."

39. Damage by wild baboons or wild monkeys or wild animals

This section is extended to include loss of or damage to the building(s) and the contents inside fully enclosed building(s) as stated in the schedule, caused by wild baboons or wild monkeys or wild animals

Provided that:

- (a) 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 rodent, moth and vermin
- (b) the company's liability will not exceed N\$10 000 (ten thousand Namibia Dollar) in respect of any one occurrence
- (c) the insured will be responsible for the first N\$1 000 (one thousand Namibia Dollar) N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim.



40. Power surge

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% (ten percent) of the 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 20 Underinsurance shall not apply to this extension.

41. Grapevines as defined (If stated in the schedule to be included)

In the event of loss or damage of the insured property only by

1. Fire
2. Lightning or thunderbolt
3. Explosion

as defined under the heading Defined events of this section, the company shall pay to the insured the cost of reinstatement of the property

Provided that:

(a) Reinstatement cost

Cover in terms of this item will be limited to reinstatement cost thereof as defined in definition (b).

(b) Definition

Grapevines shall include:

- (i) purchase of the specific grape - vine (cultivar)
- (ii) labor, transport and related costs relevant to replanting of such grapevines
- (iii) removal of debris and clean up and
- (iv) cost of application of fungicides, fertilizer or insecticides.



42. Trellises as defined (If stated in the schedule to be included)

In the event of loss or damage of the insured property by

1. Fire
2. Lightning or thunderbolt
3. Explosion

as defined under the heading Defined events or any peril(s) as defined in extensions A to D of this section, the company shall not be liable in terms of this section to pay more than the percentage in terms of the age of the trellises stated hereunder in terms of reinstatement of the insured property immediately prior to the loss or damage

Provided that:

(a) Depreciation

Age of trellises	Extent of cover
0 to 36 months	100%
more than 36 months not exceeding 60 months	80%
more than 60 months not exceeding 84 months	60%
more than 84 months not exceeding 108 months	40%
more than 108 months	0%

(b) Wear and tear

The words "normal wear and tear and corrosion" as contained in Specific exception 1 of this section are not applicable to cover in terms of this item.

(c) First amount payable

Cover in terms of this item of the section is subject to a first amount payable of 10% (ten percent) of each and every loss with a minimum of N\$1 000 (one thousand Namibia Dollar) and a maximum of N\$25 000 (twenty-five thousand Namibia Dollar)

Provided further that:

the First Amount Payable in terms of Proviso (c) shall be payable notwithstanding the decrease in cover as stated in Proviso (a) above.

(d) Replacement value

Notwithstanding the age and the resultant decrease in cover as contained in proviso (a) above the property must at all times be insured against replacement value in accordance with Special condition 17 of this section.

(e) Definition

Trellises as stated in terms of this provision shall include:

- (i) trellises including anchorage and relevant wiring
- (ii) above ground irrigation pipes and irrigation sprinklers



- (iii) removal of debris and clean up and
- (iv) associated labour and transport cost.

43. Hail and shade nets (Structures and shade nets only) (If stated in the schedule to be included)

In the event of loss or damage of the insured property by

1. Fire
2. Lightning or thunderbolt
3. Explosion

as defined under the heading Defined events or any peril(s) as defined in extensions A to D of this section, the company shall not be liable in terms of this section to pay more than the percentage in terms of the age hail and shade nets of the covers only as stated hereunder in terms of reinstatement of the insured property immediately prior to loss or damage

Provided that:

(a) Depreciation

Age of structures	Extent of cover
0 to 36 months	100%
more than 36 months not exceeding 60 months	80%
more than 60 months not exceeding 84 months	60%
more than 84 months not exceeding 108 months	40%
more than 108 months	0%

Age of hail and shade nets	Extent of cover
0 to 12 months	100%
more than 12 months not exceeding 24 months	85%
more than 24 months not exceeding 36 months	70%
more than 36 months not exceeding 48 months	55%
more than 48 months	0%

(b) Wear and tear

The words "normal wear and tear and corrosion" as contained in Specific exception 1 of this section are not applicable to cover in terms of this item.

(c) First amount payable

Cover in terms of this item of the section is subject to a first amount payable of 10% (ten percent) of each and every loss with a minimum of N\$1 000 (one thousand Namibia Dollar) and a maximum of N\$25 000 (twenty-five thousand Namibia Dollar)

Provided further that:

the first amount payable in terms of proviso (c) shall be payable notwithstanding the decrease in cover as stated in proviso (a) above.

(d) Replacement value



Notwithstanding the age and the resultant decrease in cover as contained in proviso (a) above the property must at all times be insured against replacement value in accordance with Special condition 17 of this section.

(e) Definition

Covers and structures stated in terms of this item shall include:

- (i) structures including anchorage and relevant wiring
- (ii) covers of a similar quality and make as insured in terms of this item
- (iii) removal of debris and clean up and
- (iv) associated labour and transport cost.

(f) Installation and erection

Installation and erection of structures and covers in respect of this item must at all times be executed in accordance to the manufacturer's standards, instructions and specifications.

44. Compulsory first amount payable (Solar panel or photovoltaic systems and wind turbines)

The insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar) of each and every claim.

Endorsements applicable if so stated in the schedule

1. Subsidence and landslip

In consideration of the payment of an additional premium this section is extended to cover:
Loss or damage caused by subsidence and landslip

Provided that:

the insured shall bear the first portion of each and every claim up to an amount calculated at 1% (one percent) of the sum insured on the property with a minimum of N\$500 (five hundred Namibia Dollar) and a maximum of N\$50 000 (fifty thousand Namibia Dollar).

For the purpose hereof any damage shall be deemed to be damage caused by fire

Provided that:

this extension does not cover:

- (1) damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
- (2) damage caused by or attributed to by:
 - (a) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises
 - (b) workmen engaged in making any structural alterations, additions, or repairs to any building situated at the insured premises



- (c) excavation on or under land other than excavation in the course of mining operations
- (3) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Special condition:

In any action suit or other proceeding where the company alleges that by reason of the provisions of this extension any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

2. Leakage

In consideration of the payment of an additional premium the insurance by this section is extended to include the following:

Damage caused by discharge or leakage from any sprinkler, drencher system or fire extinguishing installations/appliances.

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 extension only; the following underinsurance condition shall be substituted for the condition herein before expressed.

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 extension 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 extension applies shall be separately subject to this clause.

3. 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 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 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.

4. Stock declaration conditions

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

1. (a) the insured shall declare to the company in writing the market value of their stock and materials in trade on the last of each month/quarter (as stated in the schedule) and shall make such declaration within 30 (thirty) days thereof, otherwise they shall be deemed to have declared the sum insured on such property as the market value thereof
- (b) after each period of insurance, 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 shall differ 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% (fifty percent) of the provisional premium
2. any claim hereunder shall be settled on the basis of the market value immediately anterior to the damage
3. 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

4. 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
5. the liability of the company shall not exceed the sum insured and premium shall not be receivable on values in excess thereof
6. the above specific conditions shall apply separately to each item of the specification to which these stock declaration conditions apply.

5. Escalator clause (Excluding stock)



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% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.