

## Definitions

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

### 1 Clothing

clothing shall mean

clothing and personal effects not otherwise insured belonging to the insured or to any principal, partner, director, trustee or employee of the insured.

### 2 Money

money shall mean

cash, bank and currency notes, postal orders, money orders, current negotiable postage, revenue and holiday stamps, credit card vouchers and documents, certificates or other instruments of a negotiable nature, the property of the insured or for which they are responsible.

### 3 Receptacle

receptacle shall mean

any safe, strongroom, strongbox, till, cash register, cash box or other receptacle for money or any franking machine.

### 4 Territorial limits

territorial limits shall mean

Namibia, Botswana, Lesotho, Malawi, Republic of South Africa, Swaziland and Zimbabwe

## Defined events

Loss of or damage to money occurring in the territorial limits except if otherwise specified

provided that the liability of the company for all loss or damage arising from all occurrences of a series consequent upon or attributable to one source or original cause shall not exceed the specific limitations stated in the schedule.

## Specific exceptions

The company shall not be liable for loss of or damage

### 1 Dishonesty

to money arising from dishonesty of any principal, partner, director, trustee or person or persons in the employ of the insured not discovered within 14 working days of the occurrence thereof.

Loss of or damage to money as insured under this section arising from dishonesty of any principal, partner, director, trustee or person in the employ of the insured (such person), as defined under this section, shall be subject to the compulsory first amount payable as stated in the schedule.

### 2 Error or omission

to money arising from shortage due to error or omission;

### 3 Fidelity insurance

arising from any event in respect of which a claim is payable, or would be payable but for any first amount payable or co-insured clause under the fidelity section of the policy or any other fidelity insurance.

### 4 Money in unlocked safe

to money in an unlocked safe or strongroom whilst the portion of the premises containing such safe or strongroom is unattended but this exception will not apply if it can be shown to the satisfaction of the company that the keyholder to the safe or strongroom deliberately left it unlocked with the intention of allowing the money to be stolen;

### 5 Money not in locked safe

to money not contained in a locked safe or strongroom whilst the portion of the premises containing such money is unattended but this exception will not apply if it can be shown to the satisfaction of the

company that the person(s) responsible for the money deliberately left it outside the safe or strongroom with the intention of allowing it to be stolen;

## **6 Money in vehicle**

to money in any vehicle being used by the insured unless a principal, partner, director, trustee or employee of the insured is actually in such vehicle or, if not in such vehicle, is within 5 metres of it in a position from which the vehicle is clearly visible. This exception shall not apply following an accident involving such vehicle rendering the said person incapacitated.

## **7 Use of keys**

to money arising from the use of keys to any safe or strongroom unless the keys

7.1 are obtained by violence or threats of violence to any person

7.2 are used by the keyholder or some other person with the collusion of the keyholder and the insured can prove to the satisfaction of the company that the keyholder or such other person had used the keys to open the safe or strongroom;

Specific exceptions 4 (Money in unlocked safe), 5 (Money not in locked safe), 6 (Money in vehicle) and 7 (Use of keys) do not apply up to the amount stated in the schedule and such losses shall not be reduced by any first amount payable.

## **Specific warranty**

It is hereby warranted that the transport of money to and from the bank is made as follows:

- 1 up to N\$10 000 by one responsible person,
- 2 between N\$10 001 and N\$30 000, by two responsible persons
- 3 over N\$30 000, by an approved professional security company.

It is further warranted that the transit of money between the insured's premises and the bank will be uninterrupted. This does not apply where money is transported by an approved professional security company.

## **Clauses, extensions and limitations**

### **1 Contingency extension**

Where the insured has entered into a contract with a cash in transit company or the insured's bank to the effect that the cash in transit company or bank will insure the insured's money under their policy (hereinafter called other policy), the company will subject to the terms, exceptions and conditions of this section and policy indemnify the insured for a defined event on the following contingency bases:

#### **1.1 Difference in conditions**

Should the other policy not provide indemnity due to a policy exception or a breach of a policy condition and should the bank or cash in transit company not compensate the insured, this section will operate as though such other policy did not exist

#### **1.2 Difference in limits**

Should the amount recoverable in terms of the other policy be less than the limit of indemnity of this section, this section will provide cover for the difference between the amount recoverable under the other policy and the limit of indemnity of this section

The limit of indemnity of this section is inclusive of and is not in addition to any amount recoverable under the other policy and in the settlement of all such losses, the amount recoverable under the other policy will be subtracted from the limit of indemnity of this section so that the actual claims payment will always be less than the limit of indemnity of this section

The excess applicable to this section will be waived if the other policy responds to the loss provided that where the indemnity provided by the other policy is less than this excess, the insured shall still be responsible for a portion of the excess calculated by subtracting the amount paid by the other policy from the excess

General condition 13 of this policy (Other insurance) shall not apply to this extension.

## 2 Credit cards extension

The company will indemnify the insured in respect of liability consequent upon loss of and subsequent unauthorised use by persons of any credit, charge or cash card issued in the name of the insured anywhere in the world, provided that

- 2.1 the company shall not indemnify the insured for any losses arising after the issuers of such card have accepted liability for such unauthorised use
- 2.2 the insured shall comply with the terms and conditions of issue of such card in so far as they relate to the loss or theft of the card
- 2.3 the company's liability in respect of any one card shall be limited to N\$10 000.

## 3 Extortion extension

The company will indemnify the insured in respect of loss of or damage to money if the insured or any director, member, partner, trustee, or employee of the insured or a relative of any such person is threatened with physical harm which induces such person to take money belonging to the insured, provided that the person threatened has made every reasonable attempt to report the threat to an associate and to the law enforcement authorities at the earliest reasonable opportunity.

This extension will not apply for any loss which is insured or which would be insurable in terms of any section, policy or any other more specific insurance covering money.

## 4 Locks and keys extension

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of the cost of replacing locks and keys to any receptacle at the insured premises following upon the disappearance of any key to such receptacle 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

- 4.1 the company's liability shall not exceed the amount stated in the schedule in respect of any one event
- 4.2 the company shall not be liable for the first amount payable of each and every event as stated in the schedule.

## 5 Personal accident (assault) extension (if stated in the schedule to be included)

The term "defined events" in the money section shall be deemed to include bodily injury, caused by accidental, violent external and visible means as a result of theft, or any attempt thereof, to the insured or to any principal, partner, director, trustee or employee of the insured (hereinafter in this extension referred to as such person) while such person is acting in the course of his duties in the insured's employ

The company will pay to the insured, on behalf of such person or his estate, the sum or sums stated in the schedule in the event of bodily injury to such person resulting within 24 calendar months in

5.1	death _____	<b>the capital sum</b>
5.2	permanent disability _____	<b>the percentage of the capital sum specified</b>
		<b>Percentage of capital sum</b>
5.2.1	loss by physical separation at or above the wrist or ankle of one or more limbs _____	100
5.2.2	permanent and total loss of	
	5.2.2.1 whole eye _____	100
	5.2.2.2 sight of eye _____	100
	5.2.2.3 sight of eye except perception of light _____	75
5.2.3	permanent and total loss of hearing	
	5.2.3.1 both ears _____	100
	5.2.3.2 one ear _____	25
5.2.4	permanent and total loss of speech _____	100

5.2.5	injuries resulting in permanent total disability from following usual occupation or any other occupation for which such person is fitted by knowledge or training_____	100
5.2.6	loss of four fingers_____	70
5.2.7	loss of thumb (one or both phalanges) _____	25
5.2.8	loss of index finger (one, two or three phalanges)_____	10
5.2.9	loss of any other finger (one, two or three phalanges) – each finger _____	6
5.2.10	loss of metacarpals - first, second, third, fourth or fifth (additional) _____	5
5.2.11	loss of toes	
5.2.11.1	all on one foot _____	30
5.2.11.2	great, one or both phalanges _____	5
5.2.11.3	other than great, if more than one toe lost, each _____	5

**Memoranda (applicable to permanent disablement benefits)**

- 1 Where the injury is not specified the company will pay such sum as in its opinion is consistent with the above provisions
  - 2 Permanent total loss of use of part of the body shall be considered as loss of such part
  - 3 100 per cent shall be the maximum percentage of compensation payable for disability resulting from an accident or series of accidents arising from one cause in respect of any such person
- 5.3 in the case of total and absolute incapacity from following usual business or occupation the weekly sum specified in the schedule shall be payable
- 5.4 the reasonable expenses, up to the sum specified in the schedule, shall be payable in respect of emergency expenses shortfall incurred within 24 months as a direct result of the defined event excluding any amounts as may
- 5.4.1 fall within the scope of any Act in terms of which any employee may claim compensation for work related injuries. This exclusion shall apply regardless of whether or not the applicable legislative fund is capable of providing or able to provide compensation;
- 5.4.2 be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

provided that

- 5.1 the company shall not be liable to pay in respect of any one such person more than the capital sum plus the sums specified under items 5.3 and 5.4;
- 5.2 the sum specified under item 5.3 shall be payable only for the duration of the incapacity of such person and shall not be payable for more than 104 weeks and such payment shall cease as soon as the injury causing the incapacity has healed as far as is reasonably possible notwithstanding that permanent disability may remain;
- 5.3 this extension shall not apply to any such person under 15 or over 70 years of age;
- 5.4 after suffering bodily injury for which benefit may be payable under this extension, such person shall submit to medical examination and undergo any treatment specified. The company shall not be liable to make any payment unless this proviso is complied with to its satisfaction;
- 5.5 general conditions 12 (Other insurance) and 14 (Reinstatement of cover after loss) do not apply to this extension;
- 5.6 in respect of this extension only general exception 9 (War, riot and terrorism) is deleted and replaced by the following:  
This extension does not cover death or bodily injury directly or indirectly caused by or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

## **Extensions to the personal accident (assault) extension**

### **5.1 Disappearance extension**

In the event of disappearance of any such person in circumstances which satisfy the company that he has sustained injury to which this personal accident (assault) extension applies and that such injury has resulted in the death of such person, the company will, for the purpose of the insurance afforded by this extension, presume his death provided that if, after the company shall have made payment hereunder in respect of such person's presumed death, he is found to be alive, such payment shall forthwith be refunded by the insured to the company.

### **5.2 Exposure extension**

Bodily injury shall be deemed to include injury caused by starvation, thirst and/or exposure to the elements directly or indirectly resulting from such person being the victim of theft or any attempt thereat

## **6 Receptacles and clothing extension**

In addition to any payment in respect of a defined event, the company will indemnify the insured in respect of receptacles and clothing (as defined) lost or damaged as a result of theft of money or attempted theft of money, provided that the company's liability under this extension in respect of clothing and receptacles shall not exceed the amount stated in the schedule.

## **7 Riot and strike (excluding loss or damage occurring in the Republic 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

- 7.1 civil commotion, labour disturbances, riot, strike or lockout;
- 7.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with, any occurrence referred to in 7.1 above;

provided that this extension does not cover

- 7.1 loss or damage occurring in the Republic of South Africa and Namibia;
- 7.2 consequential or indirect loss or damage of any kind or description whatsoever;
- 7.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 7.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 7.5 loss or damage related to or caused by any occurrence referred to in general exception 9.1.2, 9.1.3, 9.1.4, 9.1.5, 9.1.6 or 9.1.7 of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the company alleges that, by reason of provisos 7.1, 7.2, 7.3, 7.4 or 7.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

## **8 Skeleton keys extension**

The insurance under this section extends to cover loss of or damage to the property insured caused or accompanied by entry to receptacles 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 a skeleton key or device was used.

