

Definitions

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

1 Electronic data processing equipment

electronic data processing equipment shall mean

computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

2 Documents

documents shall mean

films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the insured in the business and owned by them or for which they are responsible excluding money, current postage or revenue stamps, cancelled and un-cancelled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media unless otherwise stated in the schedule.

3 Unoccupied

a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the building or on the premises does not in itself constitute occupancy of the building.

Defined events

- 1 Loss of or damage to the contents (other than documents as defined in sub-section C if insured thereunder and electronic data processing equipment) including landlord's fixtures and fittings the property of the insured or for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of the insured up to an amount of N\$10 000 per person while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the perils specified in sub-section A.
- 2 Loss of or damage to the whole or part of the property insured under item C and defined in sub-section C and the consequences thereof insured under item D and as described in sub-section D.
- 3 Loss and/or expenditure described in sub-sections B and E.

Sub-section A Contents

Perils

1 Fire

fire, including subterranean fire,

2 Accidental breakage of mirror glass

accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

specific condition average shall not apply to this peril

3 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves.

4 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption) but excluding damage to property in the underground workings of any mine.

5 Explosion

explosion

6 Impact

impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerials, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerials, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles, railway locomotives or rolling stock

7 Lightning

lightning or thunderbolt including damage caused by power surges arising directly from such lightning strikes

8 Storm and water

storm, wind, water, hail or snow excluding loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water.

Limitations clause

The company's liability under this sub-section is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour.

Specific condition to sub-section A (Contents)

Average

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Each item of the schedule covering such property shall be separately subject to this condition.

Specific exceptions applicable to sub-section A (Contents)

This sub-section does not cover

1 Designs etc.

designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of sub-section A), stock in trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones

2 Lightning strikes

the first 10% of the indemnifiable amount or N\$500 whichever is the greater if the loss or damage is due to lightning strikes.

3 Territorial limits

property outside the Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, South Africa and Zimbabwe

Sub-section B Rent

Loss of rent actually incurred by the insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in sub-section A as to be rendered uninhabitable, but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed 25% of the sum insured of all contents of the office premises affected.

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

Loss of or damage to documents normally kept at the office premises by any peril not specifically excluded.

Limitations clause

The company's liability under this sub-section is limited to all costs, charges and expenses incurred by the insured in replacing or restoring such documents.

Specific exceptions applicable to sub-section C (Documents)

This sub-section does not cover

1 Dishonesty

loss or damage caused by the dishonesty of any principal, partner or director of the insured whether acting alone or in collusion with others. This exception shall not apply to any director who is also an employee of the insured and whom the insured has the right at all times to govern, control and direct in the performance of his work in the service of the insured and in the course of the business

2 Electric or electronic or magnetic injury

loss or damage caused by electric or electronic or magnetic injury, 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% of such amount and N\$500

3 Gradual deterioration

gradual deterioration or wear and tear

4 Reshooting of films

costs involved in reshooting films and videos and rerecording audio tapes.

5 Vermin etc.

loss or damage caused by vermin or inherent defect or by processing, copying or other work upon the documents

Sub-section D Legal liability documents

Legal liability as a direct consequence of loss of or damage to documents as defined in sub-section C and in respect of which payment, reinstatement or repair has been made or liability admitted by the company under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because the insured is required to bear the first portion of the loss.

Specific exceptions applicable to sub-section D (Legal liability documents)

1 Liability assumed by agreement

this sub-section does not cover liability assumed by the insured under any contract, undertaking or agreement where such liability would not have attached to the insured in the absence of such contract, undertaking or agreement.

2 War and terrorism exclusion

in respect of this sub-section only, general exception 9 (War, riot and terrorism) is deleted and replaced by the following:

This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

Sub-section E 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 therefor admitted by the company under sub-sections A or C.

The indemnity under this sub-section shall not exceed 25% of the sum insured of all contents of the office premises affected.

Clauses, extensions and limitations

1 Alterations and misdescription clause

The insurance under 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, provided that notice is given to the company as soon as practicable after such event and the insured agrees to pay additional premium if required.

2 Capital additions clause to sub-section A (Contents)

The insurance under sub-section A covers alterations, additions and improvements (but not appreciation in value in excess of the sums insured) to the property for an amount not exceeding 20% of the sum insured thereon, it being understood that the insured undertakes to advise the company each quarter (or if the period of insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

3 Damage by wild baboons or wild monkeys or wild animals extension to sub-section A (Contents)

The insurance under sub-section A is extended to include loss of or damage to insured property caused by wild baboons or wild monkeys or wild animals

Provided that:

- 3.1 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 rodents, moths and vermin
- 3.2 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\$10 000
- 3.3 the insured shall be responsible for the first N\$1 000 in respect of each and every claim in terms of this extension.

4 Financier clause to sub-section A (Contents)

The interest of any financier in the insurance under this section shall not be prejudiced by any act or omission on the part of the insured whereby the risk of loss or damage is materially increased without the financier's knowledge. The financier shall, however, inform the company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the company.

5 Fire extinguishing charges clause to sub-section A (Contents)

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 insured property was in danger from the fire.

6 Locks and keys extension to sub-section A (Contents)

The insurance under sub-section A is extended to include the cost of replacing locks, keys, tags and remote access devices to any insured office premises following upon the disappearance of any such keys, tags or devices to such office premises or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such keys, tags or devices.

Provided that

- 6.1 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\$15 000.
- 6.2 specific condition average shall not apply to this extension.

7 Malicious damage extension to sub-sections A (Contents), B (Rent) and C (Documents)

Subject otherwise to the terms, conditions, exceptions and warranties contained therein, sub-sections A, B and C are extended to cover 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

- 7.1 movable property which is
 - 7.1.1 stolen
 - 7.1.2 damaged in an attempt to remove it or part of it from any building or premises owned or occupied by the insured
- 7.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any building or premises owned or occupied by the insured
- 7.3 immovable property owned or occupied by the insured occasioned by or through or in consequence of
 - 7.3.1 the removal or partial removal or any attempt thereof of

7.3.2 the demolition or partial demolition or any attempt thereof
the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this peril does not cover

7.4 damage related to or caused by fire or explosion

7.5 consequential or indirect damage of any kind or description whatsoever other than loss of rent if specifically insured

7.6 damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation

7.7 damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

7.8 damage related to or caused by any occurrence referred to in general exception 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 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 7.5, 7.6, 7.7 or 7.8, 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 45 consecutive days, the insurance in respect of this peril 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 peril.

During the period of the initial unoccupancy of 45 consecutive days, the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to the 20% of the claim with a maximum of N\$5 000 000 before deduction of any excess.

8 New and additional premises clause

If the insured occupies offices or consulting rooms other than those situated as stated in the schedule in Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, South Africa and Zimbabwe, 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

8.1 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

8.2 this clause shall not apply to any loss if and so far as the same is otherwise insured.

9 Removal of debris clause to sub-section A (Contents)

The insurance under sub-section A is extended to include such reasonable costs and expenses as may be necessarily incurred by the insured in respect of the removal of debris of property insured following loss of or damage to the insured property by any peril hereby insured against, provided that 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

9.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site

9.2 arising from pollution or contamination of property not insured by this section.

10 Replacement value condition to sub-section A (Contents)

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

or

the repair of the contents to a condition substantially the same as but not better than its condition when new

provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the time of the loss or damage, then the insured

shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

11 Riot and Strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) extension sub-sections A (Contents), B (Rent) and C (Documents) (if stated in the schedule to be included)

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

- 11.1 civil commotion, labour disturbances, riot, strike or lockout;
- 11.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1 above;

provided that this peril does not cover:

- 11.3 loss or damage occurring in the Republics of South Africa and Namibia;
- 11.4 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 11.5 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 11.6 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 11.7 loss or damage related to or caused by any occurrence referred to in General Exception 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 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 11.3, 11.4, 11.5, 11.6, or 11.7, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

12 Temporary removal clause

Except in respect of the personal property of any partner, director or employee of the insured, loss of or damage to the insured property by any peril hereby insured against while such property is temporarily contained in any building in Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, South Africa and Zimbabwe shall be deemed to be loss or damage happening while such property is contained in the office premises.

13 Temporary repairs and measures after loss clause

The insurance under this section is extended to include all reasonable costs and expenses incurred by the insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, provided that 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.

14 Tenants clause

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 Theft by forcible entry extension to sub-section A (Contents) (if stated in the schedule to be included)

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

9 Theft by forcible entry

theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereof or as a result of theft (or any attempt thereof) following violence or threat of violence provided that

- 9.1 the company will not be liable under this peril for theft or attempted theft by any principal, partner, director or employee of the insured;
- 9.2 the amount payable will be reduced by the excess shown in the schedule for this peril;
- 9.3 the maximum amount payable will not exceed the sum insured shown in the schedule for this peril less its excess.
- 9.4 if the sum insured for this peril is less than the sum insured for the fire peril, specific condition average shall not apply to this peril

16 Theft extension to sub-section A (Contents) (if stated in the schedule to be included)

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

9 Theft

theft or any attempt thereat other than by any principal, partner, director or employee of the insured provided that

- 9.1 the amount payable will be reduced by the excess shown in the schedule for this peril
- 9.2 the maximum amount payable will not exceed the sum insured shown in the schedule for this peril less its excess
- 9.3 if the sum insured for this peril is less than the sum insured for the fire peril, specific condition average shall not apply to this peril

