



Business All Risks

Defined events

The company will indemnify the insured for:

- (i) Loss of or damage to the property stated in the schedule belonging to the insured caused by any accident or misfortune arising from any fortuitous circumstances not excluded in terms of any exception which is applicable to this policy in general within the territorial limits
- (ii) Loss of or damage to the property of guests/clients relating to commercial hunting and/or game viewing only (excluding firearms of any nature) if stated in the schedule caused by any accident or misfortune arising from any fortuitous circumstances not excluded in terms of any exceptions which is applicable to this policy in general within the territorial limits

Provided that:

- (a) the liability of the company in terms of Defined event (i) above shall in no case exceed in respect of each and every item the sum insured stated in the schedule or in the aggregate the total sum insured hereby
- (b) the value of the property in respect of Defined event (ii) above shall be limited to a maximum amount of N\$3 000 (three thousand Namibia Dollar) any one guest or client and N\$25 000 (twenty five thousand Namibia Dollar) any one event.

Territorial limits

The territorial limits of this section shall be any where in the world.

Specific exceptions

This section does not apply to and does not cover:

- (a) depreciation or loss or damage arising from wear and tear, dents, scratches or occasioned by moth, vermin, insects, damp, mildew, rust or any process of heating, drying, cleaning, dyeing, alteration or repair to which the property is subjected
- (b) loss or damage by theft or attempt thereof or fraud of any principal, partner, director or any person in the employ or service of the insured whether acting alone or in collusion with others
- (c) breakage of articles of a brittle nature unless such breakage is caused by burglars, thieves or fire
- (d) loss by leakage of any liquid from the receptacle in which it is contained
- (e) deeds, bonds, coins, money, securities, stamps, stamp collections, plans, patterns, designs, documents of title, contracts or other documents, business books or manuscripts unless specifically specified in the schedule
- (f) damage to any working machine or part thereof as a result of electronic, electrical or mechanical breakdown failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded



- (g) loss of or damage to property resulting from or caused by theft from any unattended vehicle in the custody or control of the insured or any principal, partner, director or employee of the insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building

Provided that:

entry or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit

If the insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle using the vehicle remote but that the locking mechanism was blocked by thieves using an electronic device, such evidence shall be deemed to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle."

- (h) consequential loss of any nature whatsoever
- (i) inherent vice or defect regarding the insured property
- (j) loss or damage for which provision is made in any guarantee or service contract, in any contract of purchase or lease agreement or hire purchase or financing agreement or in any other agreement of whatever nature regarding the insured property
- (k) loss of or damage to irrigation pipes, electrical motors and other pumping equipment which are situated below the normal flood levels
- (l) loss of or damage to wine
- (m) any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, Police Services, crime prevention units or other officials or authorities
- (n) loss of or damage to goods consigned under a bill of lading.

Specific conditions

1. Underinsurance (Applicable to non-specified items only)

If the total value of property hereby insured which is not separately and individually specified shall, in the event of loss or damage at the time of the happening to such property, 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.

2. (i) First amount payable - Following theft (Excluding property of hunters and/or game viewers)

The insured shall be liable for the first amount payable stated hereunder in respect of each and every event resulting from theft accompanied by visible, violent and forcible entry to or exit from:

- (a) the boot or compartment (cubby-hole) of any completely closed and securely locked vehicle or from any closed and secured locked building housing such vehicle:



10% (ten percent) or N\$200 (two hundred Namibia Dollar) whichever is the greater

(b) the interior or under a canopy of any vehicle excluding as stated in (a) above:

20% (twenty percent) of claim or N\$500 (five hundred Namibia Dollar)) whichever is the greater.

(ii) First amount payable - Other than theft (Excluding property of hunters and/or game viewers)

The insured shall be liable for the first amount payable except a claim resulting from fire, lightning, explosion or theft (as defined in terms of 2(i) (a) and (b) above) stated hereunder in respect of each and every event:

(a) glass bottles of milking machines:

10% (ten percent) of claim minimum N\$250 (two hundred and fifty Namibia Dollar)

(b) irrigation pipes and pumps:

10% (ten percent) of claim minimum N\$350 (three hundred and fifty Namibia Dollar)

(c) nitrogen insemination flasks and contents:

10% (ten percent) of claim minimum N\$500 (five hundred Namibia Dollar))

(d) all other specified property:

5% (five percent) of claim minimum N\$250 (two hundred and fifty Namibia Dollar)

or the amount stated in the schedule in respect of 2(ii) (a), (b), (c) and (d) whichever is the greater.

(iii) First amount payable - The property of hunters and/or game viewers

The insured shall be liable for the first amount payable stated hereunder except a claim resulting from fire, lightning or explosion:

10% (ten percent) of the claim minimum N\$250 (two hundred and fifty Namibia Dollar) per client per any one occurrence.

3. Certified liquid nitrogen insemination flask

In respect of a certified liquid nitrogen insemination flask and contents insured under this section the company shall be liable for loss of or damage to the flask and contents arising from breakdown of the flask due to loss of vacuum

Provided that:

(a) the company will not be liable for any gradual deterioration including the action of light, atmospheric or climatic conditions



(b) the insured strictly comply with the specifications as per the manufacturer.

4. **Replacement value**

In the event of the property insured under this section being lost, destroyed or damaged, the basis upon which the amount payable under this section is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the insured property when new, subject to all the other terms and conditions of the policy except in so far as they may be varied hereby.

Extensions

1. **Increase in cost of working (If stated in the schedule to be included)**

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

2. **Riot and strike (If stated in the schedule to be included)**

In consideration of the payment of an additional premium and subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

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

Provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa or Namibia
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 (A)(ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the company alleges that, by reason of provisos (a), (b), (c), (d) or (e), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.



3. Non-forcible and violent entry into vehicle extension (If stated in the schedule to be included)

Specific exception 1 (g) shall not apply to goods in the cab or boot of the vehicle where the insured maintains that the vehicle was locked but no evidence of forcible and violent entry or exit from the vehicle exists, provided that:

- (a) the police case number is supplied to the company;
- (b) this extension shall only apply to property that is separately and individually specified in the schedule;
- (c) after the deduction of the first amounts payable specified in the schedule, the liability of the company is further restricted to the lesser of 50% (fifty percent) of the claim or N\$10 000 (ten thousand Namibia Dollar) in respect of any one event.