

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 or employee of the insured.

2 Money

money shall mean

cash, bank and currency notes, cheques, 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 including any automated teller machine for which the insured is responsible situated at the insured's premises or any franking machine.

4 Territorial limits

territorial limits shall mean

the Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, South Africa 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 the dishonesty of any principal, partner, director or person or persons in the employ of the insured not discovered within 14 working days of the occurrence thereof.

In respect of any loss or damage arising from the dishonesty of any principal, partner, director or person or persons in the employ of the insured discovered within 14 working days, the insured shall be responsible for an excess of 10% of the claim with a minimum of N\$2 500 for each and every claim.

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 excess 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 or any principal, partner, director or employee of the insured unless a principal, partner, director or employee of the insured is actually in such vehicle or, if not in such vehicle, is within 10 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 of N\$10 000 or the limit shown in the schedule under specific limitation 1.3 whichever is the lesser and such losses shall not be reduced by any excess.

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

The company will indemnify the insured in respect of the cost of replacing locks, keys, tags and remote access devices to any receptacle at the insured premises following upon the disappearance of any such keys, tags or devices 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 keys, tags or devices, provided that 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

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

The defined events 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 or employee of the insured (hereinafter in this extension referred to as insured person) while the insured person is acting in the course of his duties in the insured's employ.

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

5.1	death _____	the capital sum
5.2	permanent disability _____	the percentage of the capital sum specified
		Percentage of capital sum
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 _____	100
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 equivalent occupation for which the insured person is fitted by education, knowledge or training _____	100
5.2.6	loss of four fingers _____	70
5.2.7	loss of thumb	
5.2.7.1	both phalanges _____	30
5.2.7.2	one phalanx _____	15
5.2.8	loss of index finger	
5.2.8.1	three phalanges _____	15
5.2.8.2	two phalanges _____	10
5.2.8.3	one phalanx _____	5
5.2.9	loss of any other finger – each finger	
5.2.9.1	three phalanges _____	10
5.2.9.2	two phalanges _____	8
5.2.9.3	one phalanx _____	4
5.2.10	loss of metacarpals	
5.2.10.1	first or second (each metacarpal) _____	3
5.2.10.2	third, fourth or fifth (each metacarpal) _____	2

5.2.11	loss of toes		
5.2.11.1	all on one foot _____		30
5.2.11.2	great		
	5.2.11.2.1	both phalanges _____	10
	5.2.11.2.2	one phalanx _____	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 one insured 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 of the defined event as a direct result of such bodily injury 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 incapable of providing or unable 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 insured 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 the insured 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 insured person under 15 or over 75 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 13 (Other insurance) and 15 (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 insured 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 the insured 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 subject to the insured being able to recover such payment from the person(s) to whom it was paid.

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 the insured 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 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 shall not exceed N\$10 000 and in respect of receptacles, the amount stated in the schedule or N\$15 000 whichever is the greater.

7 Riot and strike (excluding loss or damage occurring in the Republics 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 Republics 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 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 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.

