

Definitions

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

1 Insured property

insured property shall mean

all property usual to the insured's business including

1.1 tools, plant, machinery, equipment, personal protective equipment, consumables, spare parts and/or similar items used by the insured and/or any employee for the purposes of the business excluding cell phones, laptops and similar items

1.2 ropes, tarpaulins and packing materials in connection with the transit owned by the insured or for which they are responsible

2 Transit

transit shall, in respect of

2.1 Consigned goods

be deemed to commence from the time of moving the insured property at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.

If any consignee shall refuse or is unable to accept property consigned, transit shall be deemed to continue and the insurance in respect of such property shall continue in force until the property is delivered at the premises of the consignor by any means of conveyance, provided that the insured shall take all reasonable steps to ensure that the property is returned as soon as is reasonably possible.

2.2 Goods other than consigned goods

be deemed to commence with the loading of the insured property onto any conveyance, continue with transportation and end when off-loaded from the conveyance.

3 Unattended vehicle

unattended vehicle shall mean

any vehicle being used by the insured or any principal, partner, director or employee of the insured where such person is not in a position to keep the vehicle under constant observation and at the same time have a reasonable prospect of preventing any unauthorised interference with the vehicle.

Defined events

Loss of or damage to the insured property in the course of transit by the means of conveyance stated in the schedule or other means incidental thereto and caused by any accident or misfortune not otherwise excluded

provided that:

- 1 the insured shall be responsible for the excess stated in the schedule in respect of each and every defined event except a claim resulting from fire, lightning or explosion
- 2 the liability of the company for all loss or damage arising from any one defined event shall not exceed the limit of indemnity stated in the schedule.
- 3 where the means of conveyance is by specified vehicle, the limit of indemnity in respect of each vehicle specified in the schedule is the amount stated next to its details and the maximum amount payable by the company for all loss or damage arising from any one defined event involving more than one such vehicle shall not exceed the accumulation limit stated in the schedule

Specific conditions

1 Roadworthiness

It is a condition precedent to the liability of the company and warranted that all vehicles owned, leased, hired by or under the custody or control of the insured whether on their own or forming part of

a combination of vehicles and being used for the transit of the insured property shall at all times be kept in a roadworthy state or condition.

Specific exceptions

The company shall not be liable for

1 Cash

loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;

2 Consequential loss

consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes.

3 Dishonesty

loss or damage resulting from or caused by the dishonesty of any principal, partner, director or employee of the insured whether acting alone or in collusion with others;

4 Inherent vice

loss or damage resulting from or caused by inherent vice or defect, vermin, insects, damp, mildew or rust;

5 Mechanical, electronic or electrical breakdown

mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured property unless following an accident or misfortune not otherwise excluded;

6 Other insurance

loss of or damage to property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected;

7 Refrigeration equipment

loss or damage resulting from or caused by breakdown of refrigeration equipment;

8 Territorial limits

loss of or damage to property outside the Republics of Namibia and Botswana, the Kingdoms of Lesotho and Eswatini and the Republics of Malawi, South Africa and Zimbabwe;

9 Theft from unattended vehicles

loss of or damage resulting from or caused by theft from any unattended vehicle unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to 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 requirement for a completely closed and securely locked vehicle;

This exception will not apply to loss or damage which may occur as a result of an accident involving a road vehicle rendering any principal or employee or entrusted person incapable of retaining possession or control of the property on account of bodily injury sustained;

10 Transit by sea

loss or damage resulting from or caused by or arising whilst in transit by sea or inland transit incidental thereto;

11 Wear and tear

wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.

Clauses, extensions and limitations

1 Breakdown of the means of conveyance

In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the insured's control, the property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

2 Debris removal, reloading and trans-shipment costs extension (if stated in the schedule to be included)

The insurance under this section includes costs necessarily incurred by the insured in respect of

- 2.1 the clearing up and removal of debris following damage to the means of conveyance or to the property insured thereon;
- 2.2 reloading on to the means of conveyance any property insured if fallen from such means of conveyance
- 2.3 transshipping insured property to another means of conveyance, delivering it to the original destination, or returning it to the place of despatch following physical loss of or damage to the insured property or an accident to the means of conveyance

provided that the liability of the company shall not exceed N\$15 000 or the limit of indemnity stated in the schedule, whichever is the greater, in respect of any one defined event.

3 Fire, explosion, collision, derailment and overturning limitation (if stated in the schedule to be included)

The insurance under this section is limited to loss or damage resulting from fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule.

4 Fire extinguishing charges extension

If the property described in the schedule is lost or damaged by fire in the course of a transit insured by this section, the company will in addition to indemnifying the insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the limit of indemnity shown in the schedule opposite this clause plus (if applicable) the increased fire extinguishing charges extension limit.

5 Irreplaceable goods (applicable to 2.1 Consigned goods)

The company agrees to settle any claim for irreplaceable goods lost or damaged on the basis of the selling price of such goods at the date of the loss or damage

6 Replacement value condition (applicable to 2.2 Goods other than consigned goods)

The basis upon which the amount payable, in respect of goods other than consigned goods, is to be calculated shall be either

- 6.1 the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new
- or
- 6.2 the repair of the property to a condition substantially the same as, but not better than, its condition when new

provided that

- 6.1 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 property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement 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
- 6.2 where the property is not replaced, the terms of this condition will not apply

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, other than loss of rent if specifically insured;
- 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 any 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 Specified vehicle undergoing repair or servicing

Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the insured or leased or hired by them under a lease or suspensive sale agreement.