

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 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\$2 500 per person while contained in the offices and/or consulting rooms situate 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 described in item C of the schedule in terms of sub-section C and the consequences thereof insured under item D and described in sub-section D..
- 3 Loss and/or expenditure described in sub-section B and E.

SUB-SECTION A CONTENTS

- 1 Fire, lightning, thunderbolt, subterranean, fire, explosion.
- 2 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.
- 3 Earthquake but excluding loss of or damage to property in the underground workings of any mine.
- 4 Aircraft and other aerial devices or articles dropped therefrom, excluding damage caused by sonic shock waves.
- 5 Impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals trees, aerials, satellite dishes or vehicles or property in or on such vehicle.
- 6 Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

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

Average (not applicable to peril 6 above)

If the total value of the property insured is, at the time of happening of any loss or damage 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.

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 per cent** of the sum insured or value (whichever is the lower) 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.

DEFINITION OF DOCUMENTS

The term document 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 uncanceled 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 data carrying media unless otherwise stated in the schedule.

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 EXCEPTION (APPLICABLE TO SUB-SECTION A)

This section does not cover

- (a) property outside the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi
- (b) documents, manuscripts, business books, plans, designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of sub-sections A or C), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones.
- (c) The first 10% of the indemnifiable amount or N\$ 1000 whichever is the greater if the loss or damage is due to power surges or lightning strikes.

SPECIFIC EXCEPTION (APPLICABLE TO SUB-SECTION C)

This sub-section does not cover

- (a) loss or damage caused by
 - (i) electric 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 or N\$ 1000.
 - (ii) vermin or inherent defect or by processing, copying or other work upon the documents
 - (iii) the dishonesty of any partner in or of the insured whether acting alone or in collusion with the others. This exception shall not apply to any director who is also an employee of the insured and whom the insured have the right at all times to govern, control and direct in the performance of his work in the service of the insured in the course of the business
- (b) gradual deterioration or wear and tear
- (c) costs involved in reshooting films or videos or re-recording audio tapes.

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 pay the first portion of the loss.

SPECIFIC EXCEPTION (APPLICABLE TO SUB-SECTION D)

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.

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 therefore admitted by the company under sub-sections A or C.

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

CLAUSES AND EXTENSIONS

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 building, machinery or plant, provided that notice is given to the company as soon as practicable after such event and the insured agree to pay additional premium if required.

CAPITAL ADDITIONS CLAUSE

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the sums(s) insured) to the property for an amount not exceeding 15 per cent of the sum insured thereon it being understood that the insured undertake to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

FIRE EXTINGUISHING CHARGES CLAUSE

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.

LOCKS AND KEYS CLAUSE

In addition to the limit of indemnity stated in the schedule, the company will indemnify the insured in respect of the cost of replacing locks and keys to any insured office premises following upon the disappearance of any key to such premises 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

- (i) the company's liability shall not exceed N\$1000 in respect of any one event
- (ii) the company shall not be liable for the first N\$100 of each and every event.

NEW AND ADDITIONAL PREMISES CLAUSE

If the insured shall occupy offices or consulting rooms other than those situated as stated in the schedule in the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, 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

- (i) the insured shall within a reasonable time of taking occupation advise the company thereof and pay additional premium calculated pro rate from the time of taking occupation until the end of the then current period of insurance
- (ii) this clause shall not apply to any loss if and so far as the same is otherwise insured.

REMOVAL OF DEBRIS CLAUSE

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by the insured in respect of the removal of debris 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

- 1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- 2 arising from pollution or contamination of property not insured by this policy/section.

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 the Republic of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi shall be deemed to be loss or damage happening while such property is contained in the office premises.

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.

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 by 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.

REPLACEMENT VALUE CONDITION

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the new 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.

MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exceptions and warranties contained herein, sub-sections A, B and C are extended to cover loss or 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 loss or damage other than damage to

- 1 movable property which is
 - (a) stolen
 - (b) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
- 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 premises owned or occupied by the insured
- 3 immovable property owned or occupied by the insured occasioned by or through or in consequence of
 - (a) the removal or partial removal or any attempt thereof of
 - (b) the demolition or partial demolition or any attempt thereof of
 the said immovable property or any part thereof with the intention of stealing any part thereof.
 provided that this extension does not cover
 - (a) loss or damage related to or caused by fire or explosion
 - (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;
 - (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about the any of the above;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not or civil war;
 - (iii) (a) mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - (b) insurrection, rebellion or revolution.
 - (iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of proviso (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.

If any building insured or containing the insured property becomes an occupied for 30 consecutive days, the insurance in respect of this extension 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 extension.

During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

RIOT AND STRIKE EXTENSION (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:

- (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 Namibia and South Africa;
- (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),(vi),(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.

THEFT BY FORCIBLE ENTRY EXTENSION (If Stated In The Schedule To Be Included)

The following peril is added to the perils applicable to sub-section A contents:

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

provided that

- (i) the company will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of the insured
- (ii) the amount payable will be reduced by the first amount payable shown in the schedule for this extension
- (iii) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

THEFT EXTENSION (If Stated In The Schedule To Be Included)

The following peril is added to the perils applicable to sub-section A contents

Theft or any attempt thereat other than by any principal, partner, director or employee of the insured

provided that

- (i) the amount payable will be reduced by the first amount payable shown in the schedule for this extension
- (i) the maximum amount payable will not exceed the sum insured shown in the schedule for this extension less its first amount payable.

MEMORANDUM

In respect of sub-section D only, General exception 1 is deleted and replaced as follows:

This sub-section does not cover loss, damage, liability or expenditure 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, military or usurped power.