

BUSINESS ALL RISKS SECTION

DEFINED EVENTS

Loss of or damage to the whole or part of the property described in the schedule, being the property of the Insured or for which the Insured is responsible, by any accident or misfortune not otherwise excluded while:

1. Anywhere in the world (if so stated in the schedule against "Defined location") or;
2. Contained in any building (if so stated in the schedule against "Defined location") or;
3. In a specific building at a specific premises (if so stated in the schedule against "Defined location").

SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. loss of or damage to property resulting from or caused by:
 - 1.1 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 and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit provided that
 - 1.1.1 in the event of a loss and there are no signs of forcible and violent entry to or exit from such vehicle, if the Insured can demonstrate through video surveillance footage (or any other conclusive proof) that an attempt was made to lock the vehicle, such evidence shall be deemed to satisfy the locked vehicle and forcible and violent entry or exit requirement for any loss out of the vehicle;
 - 1.1.2 this exclusion will not apply where the vehicle has been involved in an accident or other incident where due to the circumstances beyond the control of the driver and passengers, the property has to be left unattended and cannot be secured as required;
 - Specific exclusion 1.1 can upon request be waived by the Company on specific insured articles subject to the first amount payable of such articles as reflected in the schedule being doubled. This waiver will be recorded in the schedule per insured article as follows:

If "Theft (non-forcible entry into an unattended vehicle)" is reflected as "included" then specific exclusion 1.1 is waived for the specific article but if "Theft (non-forcible entry into an unattended vehicle)" is reflected as "not included" then specific exclusion 1.1 remains as being applicable to the specific item;
 - 1.2 its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 - 1.3 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.4 the dishonesty of any principal, partner, director or employee of the Insured whether acting alone or in collusion with others;
 - 1.5 detention, confiscation or requisition by customs or other officials or authorities but this exclusion shall not apply to damage discovered on the return of the property of the Insured if the Insured can provide evidence to the satisfaction of the Company that such detention, confiscation or requisition was unjust and without any offence being committed;
2. 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;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
5. loss of or damage to goods consigned under a bill of lading.
6. the first amount payable stated in the schedule in respect of each and every event except a loss resulting from fire, lightning or explosion.

SPECIFIC CONDITIONS

1. Average condition

If the total value of property insured which is not separately and individually specified (in the schedule against "Specified" it will reflect as "No" to indicate such property) is at the time of the happening of any loss or damage to such property, of greater value than the insured amount thereon, the Insured shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

2. Replacement value condition (if stated as applicable in the schedule)

The basis upon which the amount payable is to be calculated shall be either:

2.1 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

2.2 the repair of the property 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 property had been lost, destroyed or damaged beyond repair exceeds the insured amount 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.

CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

Disposal of salvage (if stated as included in the schedule)

The Company agrees not to sell or dispose of any property which is the subject of a claim without giving the Insured the option to repurchase it at the greater of its fair intrinsic and market value but this clause does not give the Insured the right to abandon property to the Company.

Fire extinguishing charges (if stated as included in the schedule)

In addition to any amount paid as a result of the insured event the Company will pay any charges incurred for which the Insured is legally liable in extinguishing or fighting of fire if the insured property was in danger from the fire.

Increase in cost of working (if stated as included in the schedule)

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 therefor is admitted under this section, for the purpose of maintaining the normal operation of the business.

Riot and strike (other than RSA and Namibia) (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa or Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 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 1 to 5 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

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