

OFFICE CONTENTS

Defined events

1. Loss of or damage to the contents (other than documents as defined in sub-section C, if insured there under and electronic data processing equipment and all related hardware, software and stock) including landlord's fixtures and fittings for Your property for for which they are responsible and, unless otherwise stated in the schedule, to the extent that the same is not otherwise insured, property owned by any partner or director or employee of Yours (but excluding cell phones, smartphone's, palmtops, iPad's, tablets and the like) up to an amount as stated in the schedule per person while contained in the offices and/or consulting rooms situated 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 insured under item C, and defined in sub-section C, and the consequences thereof insured under item D and as described in sub-section D.
3. Loss and/or expenditure described in sub-sections B and E.

Definition

Electronic data processing equipment is limited to computers and all related hardware, peripherals and computer software and the information or data stored therein or thereon.

Sub-section A (Contents)

Special perils and damage caused by

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 there from.
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 vehicles.
6. Accidental breakage of mirror glass, plate glass tops to furniture or fixed glass forming part of any article of furniture.

Limitations clause

Our 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 exception (applicable to sub-section A)

This sub-section does not cover

- a. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi
- b. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of subsection A), stock in trade, samples, motor vehicles and accessories therefore, money, securities, stamps, jewellery or precious stones
- c. the first amount payable stated in the schedule in respect of anyone event.

Specific conditions

Average (not applicable to peril 6 above or to the theft or the theft by forcible entry extensions)

If the property insured is, at the commencement of any loss or damage to such property by any peril insured against, collectively of greater value than the sum insured thereon, You 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.

First loss Average (if stated in the schedule to be included)

In respect of the theft or theft by forcible entry extensions only, if, at the time of any loss or damage arising, the total value of the property insured does not exceed the sums stated in the schedule then this insurance shall be declared free of average, but if the total value of the property insured shall be greater than the aforementioned sums, You shall be considered as being their own insurer for the difference and We shall be liable only for such proportion of the first loss sum insured as the aforementioned sums shall bear to the total value not exceeding in all the total sum insured by each item.

Sub-section B (Rent)

Loss of rent actually incurred by You 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

The term documents 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 You in the business and owned by them or for which they are responsible **but 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 computer data carrying media unless otherwise stated in the schedule.**

Limitations clause

Our liability under this sub-section is limited to all costs, charges and expenses incurred by You in replacing or restoring such documents.

Specific exception (applicable to sub-section C)

This sub-section does not cover

- a. **loss or damage caused by**
 - i. **electric or electronic 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 amount stated in the schedule in respect of anyone event.**
 - ii. **vermin or inherent defect or by processing, copying or other work upon the documents**
 - iii. **the dishonesty of any principal, partner or director of Yours whether acting alone or in collusion with others.** This exception shall not apply to any director who is also an employee of Yours and whom You have the right at all times to govern, control and direct in the performance of his work in Your service and in the course of the business
- b. **gradual deterioration or wear and tear**
- c. **costs involved in reshooting films and videos and rerecording 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 Us under sub-section C unless such payment, reinstatement, repair or liability has not been made or admitted solely because You are required to bear the first portion of the loss.

Specific exception (applicable to sub-section D)

This sub-section does not cover liability assumed by You under any contract, undertaking or agreement where such liability would not have attached to You 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 You 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 Us 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 buildings, machinery or plant, provided that notice is given to Us as soon as practicable after such event and You 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 insured) to the property for an amount not exceeding 20 per cent of the sum insured thereon, it being understood that You undertake to advise Us each period of insurance 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 Your property and shall be payable in addition to any other payment for which We may be liable in terms of this section, provided You are legally liable for such costs and Your property was in danger from the fire.

Locks and keys clause

In addition to the limit of indemnity stated in the schedule, We will indemnify You in respect of the cost of replacing locks and keys (including electronic access cards) to any insured office premises following upon the disappearance of any key to such premises or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key

provided that

- a. Our liability shall not exceed the amount stated in the schedule in respect of any one event.
- b. We shall not be liable for the first the amount payable stated in the schedule in respect of anyone event.

New and additional premises clause

If You occupy offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, 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

- a. You shall, within a reasonable time of taking occupation, advise Us thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance
- b. 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 You in respect of the removal of debris following loss of or damage to Your property by any peril hereby insured against, provided that Our liability 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.

We will not pay for any costs or expenses

- a. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site
- b. 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 Yours, loss of or damage to Your property by any peril hereby insured against while such property is temporarily contained in any building in the Republic of South Africa,

Namibia, 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 You in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to Your property by any peril hereby insured against, **provided that Our liability 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.**

Tenant's clause

Our liability to You shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than Yourself) without Your knowledge. You shall, however, inform Us 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 Us.

Replacement value condition

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either the 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 You 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 therein, sub-sections A, B and C are extended to cover 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 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 You**
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 You**
3. **immovable property owned or occupied by You 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. **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. **damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation**
- d. **damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority**
- e. **damage related to or caused by any occurrence referred to in general exception 1 A a, b, c, d, e or f, 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 We allege 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 You.

If any building insured or containing Your property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless You, before the occurrence of any damage, obtains Our written agreement to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days, You shall become a co-insurer with Us and shall bear a proportion of any damage equal to 20 per cent 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, subsections A, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

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

provided that this extension does not cover:

- i. loss or damage occurring in the Republic of South Africa and Namibia;
- ii. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- iii. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- iv. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- v. loss or damage related to or caused by any occurrence referred to in general exception 1 A b, c, d, e or f, 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 We allege that, by reason of proviso i, ii, iii, iv or v, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

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:

7. 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

- a. We will not be liable under this extension for theft or attempted theft by any principal, partner, director or employee of Yours
- b. the amount payable as shown in the schedule for this extension
- c. 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

8. Theft or any attempt thereat other than by any principal, partner, director or employee of Yours

provided that

- a. the amount payable as shown in the schedule for this extension
- b. 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 by the following:

This sub-section does not cover loss, damage, liability or expenditure directly or indirectly caused by, related to 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.

Specific condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company
Burglar alarm warranty (if stated in the schedule to be included)

It is a condition precedent to the viability of the Insurer/s in respect of loss of or damage to property of Yours (or for which they are responsible) by theft or any attempt thereat from any insured building stated in the schedule that the alarm as required by the Insurer/s is set and armed and made fully operative whenever the protected building/s is/are not open for business (unless a principal, partner, director or employee of Yours is in the protected building/s) and it is warranted that:

- a. the said alarm is to be a dual monitoring alarm whenever feasible (for the purposes of this requirement, dual monitoring shall mean that once the alarm is triggered a signal will be transmitted by two different methods to the control room of the company monitoring the alarm);
- b. if the company which installed the said alarm system operates an armed reaction unit, the contract for the said alarm shall include the armed reaction unit's services, where available;
- c. such alarm will be maintained in proper working order but You shall be deemed to have discharged their liability of they have maintained their obligations under a maintenance contract with the installation/ service company of the alarm system;
- d. the control panel shall have an event log and the arming and disarming of the alarm is to be logged and after the occurrence of a claim, the insurer/s will be entitled to request full information of the relevant log;
- e. **Loss of or damage to the property following the use of the keys, the keypad code or the remote control of the burglar alarm or any duplicate thereof belonging to You is not covered** unless such keys, keypad code or remote control has been obtained by violence or threat of violence to any person or such keys, keypad code or remote control was obtained by theft.

