

# Welcome to our kingdom



*KingPi*

# Here's what's inside

## Welcome to your very own King Price policy document (KPPD)

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# Our contact details

## If you need answers... Get in touch

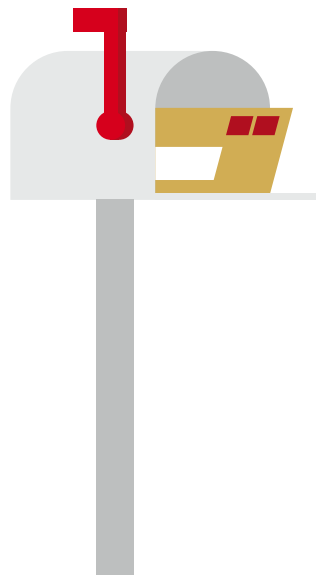
Policy admin line	+264 83 600 7000
Email	<a href="mailto:business@kingprice.co.na">business@kingprice.co.na</a>
Online	<a href="http://kingprice.co.na">kingprice.co.na</a>
Submit a claim	<a href="mailto:business@kingprice.co.na">business@kingprice.co.na</a>

## We'd love to hear from you... Complaints or compliments

At King Price we may be super cheap and super efficient, but we're also super curious, and we want to make sure we're doing the best we can do. The king takes good service very seriously.

So, if your consultant made you feel royally spoiled, or if they just straight up spoiled your day, please don't hesitate to let us know.

**For either complaints or compliments, you can email the king directly, [king@kingprice.co.na](mailto:king@kingprice.co.na)**



# Your very own King Price business policy document

## **Congratulations**

### **Your business is now under the protection of the king**

Since you've already decided to join the King Price royal family, we realise that we don't have to tell you what a wise decision you've made. Please keep that in mind, though, as you go over the information that follows in your policy document.

We're not going to sugar coat the reality... It's long, in fact, it consists of nearly 200 pages. And it's comprehensive. As you read it, you'll find words like 'infectious epidemics' and 'capital additions'. Not to mention... 'mortgagee'. We sympathise. We really do. After all, who actually wants to read a long and probably boring policy document?

Well, to be honest, maybe you do. Because this is your long and probably boring policy document for your business. It explains the cover your business will enjoy, based on the information you've given us, and it conveys the finer details of your policy and all your responsibilities in (we hope) the clearest possible way.

So, even though we hate to nag, please go read this, check all the details on your schedule and make sure that you fully understand the policy wording. If anything is unclear at all, or should you need to update your information, don't hesitate to give us a call on +264 83 600 7000. It's in your own best interest to do so. Remember, incorrect details = incorrect cover for your business.

Royal regards,



King Price  
+264 83 600 7000  
business@kingprice.co.na  
Licence no. 16/ST/31  
09/20

# General exclusions and T's & C's

These general exclusions and terms and conditions apply to all aspects of your business insurance policy with King Price Insurance.

\* **Please note: Your risk profile determines your premium and all other variables relating to the cover that we advertise and offer. It's your responsibility to keep your profile 100% correct and up to date.**

## References to 'you'/'insured'

All references in this policy to 'you', 'your' or 'insured' mean the policyholder noted on your policy schedule.

## References to 'we'/'us'/'our'

King Price Insurance Company of Namibia Limited

Licence no.	16/ST/31
Address	PO Box 91485, Klein Windhoek, Windhoek City Plaza Building, 3rd Floor, Sam Nujoma, Klein Windhoek
Phone	+264 83 600 7000
Email	business@kingprice.co.na
Online	kingprice.co.na

## References to the 'broker'/'intermediary'

The insurance broking company who acts as your intermediary with the insurer and who has the right to administer your policy.

## Your insurance contract

Your contract with us consists of this policy wording, your policy schedule, general terms and conditions, all written correspondence and any verbal agreements made. Please make sure that you're familiar with the contents of all of these documents and that the details noted on your policy schedule are 100% correct.

Remember, incorrect details = incorrect cover.

## **Policy schedule**

The term 'schedule' means the documentation or subsequent endorsements against this policy, issued as evidence of your insurance and thereby entitling you to the benefits, as defined under the various sections of the policy.

## **Blanks**

If, on your policy schedule, the sum insured, limit of indemnity or compensation is:

- Left blank or has no monetary amount stipulated against it.
- Or is reflected as 'nil', 'not applicable', 'not covered', or 'no indemnity extended'.

It would mean that the defined event or circumstance shown on your schedule is not insured under the policy.

## **Period of insurance**

The 'period relating to insurance' means the period stated on your schedule, commencing on the company's receipt of the first premium, which is due by you, and any subsequent period for which the company has accepted a premium. This policy will be in force for a period of 12 months, if annual, or for the month in which the premium is paid.

## **Countries where you're covered**

- The following sections are covered worldwide:
  - All risks.
  - Portable electronic equipment.
  - Stated benefits.
  - Group personal accident.
- All other sections are covered in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.

## **Jurisdiction**

This policy is subject to the laws of Namibia and to the jurisdiction of its courts.

## **Taxes/VAT**

All premiums, sums insured and excesses payable are inclusive of all taxes/VAT.

## **Insurable interest**

You may only insure property in which you have an insurable interest. You only have insurable interest in an item if you'll suffer a direct financial loss, should the item be lost or damaged.

## **Limit of indemnity**

The amount payable, inclusive of any legal costs recoverable from you by a claimant for an event, will not exceed the insured value as stated on your policy schedule.

## **Verification of cover and proof of ownership**

- Please carefully check all details on your policy schedule and contact your broker immediately if any details are incorrect.
- If you don't contact your broker within 14 days from the date on which the policy schedule was mailed or handed to you, the information contained therein will be regarded as correct.
- Make sure that the sums insured are realistic and that you're neither over-insured nor under-insured. Your broker will be able to assist and advise you in this regard.
- Please always keep receipts, proof of payments and valuation certificates of your items safe, as we may ask you for proof of ownership or proof of value for an item that you've insured with us.

## **When it starts**

The commencement date (starting date) of your cover is the date on which we agreed that the policy should start. Your first premium will also be paid by this date.

## **Your premium**

Your premium is the amount that you need to pay in advance, on the agreed payment date, to enjoy the cover you chose. The premium can be paid annually, bi-annually, quarterly or monthly.

Your choice, our pleasure.

## **And if you don't pay**

Let's say your monthly debit order or your annual, bi-annual or quarterly premium payment is returned by your bank, and your insurance premium due to us isn't paid for the period of insurance as a result of that:

- You're not covered for the period for which you didn't pay.
- An attempt will be made to collect that unpaid premium on a more suitable date, in order to keep you covered.
- If the premium remains unpaid, you'll unfortunately not be covered for that period either.
- This break in cover may also result in your policy being reredated.

\* **Please note: If we don't receive the monthly payment for 2 months in a row, either on the payment dates or within the grace periods of those months, we'll immediately cancel your complete policy and you'll no longer enjoy cover. On annual, bi-annual and quarterly policies, you need to pay on the agreed payment date or within the grace period. The policy will end on the last day of the period for which the last premium was paid.**

So, to ensure continuous, peace-of-mind cover, please make sure that there's enough money in your bank account every month, on the date that you've requested that we debit your premium.

Remember, no premium paid = no cover.

## **Need a change**

You may make changes to your policy at any time by simply calling or emailing us.

Any change you make will be effective from the time and date agreed to. An updated policy schedule will then be sent to you. In such a case, please check that the changes were made just as you've requested.

Remember, incorrect details = incorrect cover.

\* **Please note: King Price may also make changes to your policy, as and when we deem it necessary to do so. When we do, we'll give you 30 days' notice.**

## **If you want to leave us**

Let's hope that you never need to make use of this section, but just in case:

- You may cancel your policy at any time and with immediate effect. If you do, we'll refund the relevant portion of your premium, less any administrative cost, provided that no valid claim has been submitted for that period.
- We may also cancel your policy by giving you 30 days' notice. We would do so verbally, by email or by post to your last known address.
- Your policy will automatically cancel when your monthly premiums aren't paid for 2 consecutive months, either on payment dates or within the grace periods in those months. Your policy and cover will end on the final day of the period for which you last paid your premium.

## **Sharing of info**

We respect the confidentiality of your information and will never misuse it. For the sake of sound insurance practices, however, it's sometimes expected of insurers to share some information relating to claims, insurance and the financial history of their clients.



## Dual insurance... Double cover doesn't = double pay-out

If a claim is also covered by another insurance policy that you have, we'll only pay you out for our portion. So, if you insure an item for N\$100,000 elsewhere and the same item is also insured for N\$100,000 with us, we'll only pay half and the other insurer will be liable for the rest of the amount.

## The insured value of your property and average

The insured value noted on your policy schedule is the maximum amount that we'll pay for any of your property-related claims, less the excess amount payable by you, and less any dual and under-insurance, if applicable.

### Insured value

- Excess
- Dual insurance, if applicable
- Under-insurance, if applicable

} = your payout



You need to insure your property for its replacement value. This means the amount that it will cost you at the time of the claim to repair, replace or rebuild your property.

The replacement value of a building, for example, must also provide sufficiently for all the outbuildings, walls, fixtures and fittings, and the following possible additional costs:

- Professional and municipal fees.
- Demolition charges.
- Waste removal.
- Making the site safe.

Should you insure your property for an amount less than its replacement value, then we'll pay out your claim proportionately. So, for example, if the value of your building is N\$400,000 and you only insure it for N\$200,000 (50% of the replacement cost), then you'll only be compensated for 50% of your loss.

### Want to do the math?

The formula is:

$$\text{Under-insurance calculation} = \frac{\text{claim amount} \times \text{insured value}}{\text{replacement value}}$$

\* **Please note: You must make sure that your replacement value is realistic so that you'll have enough cover if you ever need it. Remember, it's always better to be over-insured rather than under-insured.**

## **Other parties' rights**

Only you, the policyholder, have rights in terms of this policy. Only you may claim on this policy, even if your cover extends to cover another party for their loss or damage. Payment to you will absolve us from any further liability to a third party.

## **Follow the rules**

You must comply with the terms and conditions of this and all other sections of the policy. If you don't, it may affect the outcome of your claim.

## **Keeping it safe**

If you need to use the services of a legally-registered security firm to safeguard your property, the employees of this security firm will be considered as employees of your own – even though they aren't directly paid by you. Their employee status will be limited to the duties outlined in the agreement between you and the security firm.

## **Tell the truth**

Any material misrepresentation, misdescription or non-disclosure will render voidable the particular item, section or sub-section of the policy.

Remember, honesty is the best policy.

## **Stick to the regulations**

You must comply with all relevant statutory regulations, the Short-term Insurance Act No. 4 of 1998 (as amended), and best practices that may be applicable to your business activities, employees, clients, goods, services and products (manufactured or supplied).

## **No breaching**

The conditions and warranties of this policy will apply individually to each of the risks insured, and not collectively to them. So, a breach of any condition or warranty will void the policy only in respect of all the risks to which that breach applies and doesn't affect the policy in respect of the other risks.

## **Holding covered**

If we're 'holding covered' on a risk, the claim will not be rejected, but the claim will be handled according to the basis of cover that was mutually agreed to and confirmed by us in writing.

## **Declaration basis/premium adjustments**

If the premium for any section of this policy has been calculated on estimated figures, you will need to, after the expiry of each period of insurance, supply us with the information that may be required to recalculate the premium for the period. Any differences will be paid by or to you.

## **General exclusions... Things NOT covered by the king**

These general exclusions apply to all aspects of your insurance policy contract. You will not be indemnified for any loss, damage, death, injury or liability that is directly or indirectly caused or contributed to by any of the following...

### **Riot, war, political act, terrorism or any such attempted act**

- Civil commotion, any labour action or strike, public disorder or any act calculated to bring about any of these.
- War, act of a foreign enemy, or warlike operation (whether war be declared or not) or civil war.
- Military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- Any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, or provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- Any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- Any act of terrorism including the use, or threat of use, of force or violence by any person or group of persons (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- The act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

### **Nuclear substances**

- Ionising radiation.
- Contamination by radioactivity from any nuclear fuel or waste, or from the combustion (including any self-sustaining process of nuclear fission).
- Nuclear explosions and nuclear weapons.
- Nuclear waste of any kind.

### **Infectious epidemics**

Any infectious epidemic or pandemic.

## **Nationalisation**

Nationalisation, confiscation, commandeering or requisition by any lawfully constituted authority.

## **Work stoppage**

Stoppage or slowing down of any work, process or operation.

## **Computer losses**

The incapacity or failure of any computer (including data processing equipment, microchip, integrated circuit or similar device in a computer or non-computer equipment) to capture, save, retain or access any data, code or information as a result of:

- Any program error, incorrect entry or inadvertent cancellation of data or programs.
- Any virus, corruption, malware, Trojan horse, time or logic bomb, worm or any other destructive or disruptive code, media or program.

## **Asbestos**

This policy does not cover loss, damage, death, injury, illness or liability of any nature whatsoever, directly or indirectly caused, or in any way contributed to by asbestos in any quantity or form.

## **Electronic smoking devices, eCigarettes and eLiquids**

You're not covered for liability, including loss, costs and expenses, that arise directly or indirectly out of, result from or as a consequence of, or are related to, electronic smoking devices, eCigarettes and eLiquids, whether or not there's a related cause of loss that may have contributed concurrently or in any sequence to a loss, cost or expense.

An electronic smoking device is a battery-powered device that delivers a vaporised inhalable substance through a mouthpiece including, but not limited to, battery-powered cigarettes, pipes, cigars, hookahs and vaporisers, but excluding steam inhalers, mist inhalers and vaporisers used for medical purpose. This exclusion includes the design, manufacture, distribution, sale, maintenance, use and repair of such device, and the inhalation of vapour delivered from such device.

An eLiquid or eJuice means the nicotine solution, flavouring or any other substance used in an electronic smoking device, including the design, manufacture, distribution, sale, maintenance or use of such liquid or juice.

## **Excluded perils**

This policy does not cover you for any loss or damage:

- As a result of any cause that was not sudden and unforeseen.
- As a result of consumable parts or parts with a limited lifespan.
- Recoverable under any maintenance or lease agreement.
- Occurring while any item is undergoing tests of any kind, is deliberately overloaded, or is being used in a manner, or for any purpose other than that for which it's designed.
- Directly or indirectly caused by:
  - Inherent vice or defect, gradual deterioration or depreciation, including rising damp and wear and tear, rust and mildew, or fading and perishing.
  - A rise in the underground water table or pressure caused by it.
  - Defective lubrication or lack of oil or coolant.
  - Electronic breakdown or mechanical or electrical defect or failure.
  - Servicing, maintenance, cleaning, repairing, dyeing, restoring, bleaching or alteration.
  - Pests or insects.

## **Contractual liability**

Any loss arising from any breach of contract or agreement.

## **Confiscated, forfeited or detained property**

Property that's been legally detained, forfeited or confiscated.

## **Consequential loss**

Consequential loss or damage, except if it's specifically stated on the schedule that damage or loss of this nature will be covered.

## **Contamination or pollution**

This policy does not cover any legal liabilities, loss or damage indirectly or directly caused by pollution, contamination or seepage.

## **Illegal activities**

Any loss or damage caused by the use of the insured property for, or in connection with, any illegal activity and/or the committing of any crime.

## **Prove it**

If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.

# Nasria

## National Special Risk Insurance Association



### In a nutshell...

Nasria covers you for any accidental or intentional damage to your property caused by any person or group of people taking part in a riot, strike, lock-out, public disorder or civil commotion, or committing any act that has a political, social or economic aim, objective or cause, or that is in protest against any state or government. The cover is limited to things happening in Namibia or whilst temporarily in South Africa. The Nasria master policy is available on request. Acts of terrorism include the actual use or threat of force or violence by any person or group, whether acting alone or in connection with any organisation or government, and which are committed for any political, religious, ideological or personal reasons, including the intention to influence any government or to create fear in the public.

### What's NOT covered by Nasria

Nasria does not cover loss or damage that is caused by:

- Consequential or indirect means.
- A total or partial stoppage or deliberate slowing down of work.
- Your property being disposed of, or confiscated by, any lawful authority.
- Any lawful authority when dealing with riot, civil commotion or political, social or economic act, or war and warlike act.
- An act of terrorism involving the use, release, or the threat of any nuclear weapon or device, or chemical or biological agent.
- Looting and theft, unless caused by any of the covered events mentioned above.



## Prove it

If Nasria does not pay your claim, it's your duty to prove that you were covered.

### For further info

Online	<a href="http://nasria.com.na">nasria.com.na</a>
PO Box	417 Windhoek, Namibia, 9000
Address	Namlex Chambers, 3rd Floor, No. 333, Independence Ave
Phone no.	+264 61 229 207



# The stuff you need to do

## Pay us

Pay your premiums on time, all the time, by monthly debit order or annual, bi-annual or quarterly payments, as agreed. Pay at the start of each insurance period for which insurance cover is in place.

## Be honest

Always provide us with true and complete information when you apply for cover, make changes to your policy or submit a claim. We use the information provided by you to determine the cover, conditions of cover and the premium due. Incorrect or incomplete information may result in you not having cover and may affect the outcome of your claim. This also applies when anyone else acts on your behalf.

Remember, honesty is the best policy.

## Tell us

Inform us immediately of any changes to your circumstances that may influence whether we give or continue to give you cover, or that could affect the conditions of cover or the premium that we charge you.

This includes any changes or incorrect details of any of your information, such as:

- **Personal and business information**

All of your personal and business details on the policy schedule are very important.

- **Address**

If your address has changed because you or your business has moved.

- **Motor details**

Any changes to the ownership of the car, the regular driver, the type of use for the car, or where the car is parked.

- **Financial status**

Anything we need to know about your financial position or that of any member, partner or director. This specifically relates to defaults, civil judgments, sequestrations, administration orders, debt review, liquidations or business rescue of companies.

- **Dishonesty**

Tell us about any convictions for offences related to dishonesty, reckless and negligent driving or alcohol-related driving offences by you or any person covered by this policy.



- **Changes to the insured structure**

Notify us of any alterations, additions or improvements that are made to the building.

- **Any other factors that may influence cover**

## **Look after your stuff**

Take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.

This includes:

- Obeying all legal requirements, manufacturers' recommendations and best practices relating to your business, its employees, clients and the goods and services manufactured or supplied by you.
- Maintaining the insured property or items in a fit and sound condition.

## **Selling your goods**

When selling your possessions, you need to have prior confirmation from your bank that the valid and legal payment for the sale has been made, before giving the property to the other person.



# Our claims procedure

The king and his advisors are committed to settling all valid claims as quickly as possible. However, it's in the interest of all our policyholders, including you, that we investigate the validity of a claim. For this reason, delays in authorising claims may sometimes happen. Sorry, but not everyone is as honest as you, so we just have to check to make sure. You understand... Right?

## How to claim

First and foremost... If you have an incident and you're covered by the king's business insurance, it's vital that you phone the King Price business team or your broker as soon as possible after an incident. We'll then handle your claim appropriately.

 **Please save our details now: +264 83 600 7000 and [business@kingprice.co.na](mailto:business@kingprice.co.na)**

## What to do in the event of a claim

### Tell us

The sooner you notify us, the quicker we can help you. Please take note of these important time limits:

- Report your claim, or any incident that may lead to a claim, to us as soon as possible, but no later than 30 days after any incident.
- This includes incidents that you don't want to claim for right away, but which may result in a claim in the future.
- Give us all documentation relating to your claim as soon as possible.
- No claim (other than a claim under 'Business interruption', 'Fidelity' or 'Personal accident') will be payable after 24 months from the date of any incident, unless the claim is the subject of pending legal action or claimed in respect of your legal liability to a third party.
- If you dispute the outcome of a claim, you have 90 days, in terms of the Policy Holder Protection Rules, from the day you're first informed of the outcome, to notify us of the objection.
- Immediately hereafter you have 6 months within which to serve summons on us; if this isn't done within these 6 months, your right to challenge this decision is forfeited.
- After a claim settlement, you need to comply with all reasonable instructions and requests when assistance is needed in the identification and physical recovery of such property. If you fail to do so, you'll immediately become liable to repay all amounts paid out to you in respect of the claim.

## **Tell the police**

- If you've been involved in a car accident, you must report it to the police within 24 hours, even if there's no damage to your car.
- If you've suffered a theft, hi-jacking, burglary, property loss or any crime-related incident, you must tell the police of this as soon as possible, but no later than 24 hours after becoming aware of the incident.

## **Keep your promise**

You need to please give us:

- All information and documentation that we request, within the timeframe we set.
- True and complete information when reporting a claim to us and the authorities. We act on the information you provide. Therefore, any information which is misleading, incorrect or false will prejudice the processing of your claim.

## **Keep your receipts safe**

You need to please:

- Prove ownership and value of any item that you're claiming for.
- Make damaged items that you're claiming for available for inspection, in order for us to verify the full extent and nature of the damage.

## **Do the paperwork**

You need to provide us with a copy of:

- The police report.
- The police case number.
- Your statement to the police.
- Details of the police station and attending officer.
- A detailed list of all items lost, stolen or damaged.
- Any other relevant documentation needed to validate your claim.
- Details of any third party involved in the incident, if applicable.

## **Check and let us know**

If there's any other insurance policy which covers the same insured incident.

## **Keep us updated**

You need to tell us immediately if:

- You become aware of any possible prosecution, legal proceedings or claim that could be lodged against you, as a result of the incident that you've already claimed for.
- Any other relevant or new information has, in the meantime, come to light regarding the insured incident that you've claimed for, even if this information only surfaces after you've submitted the claim, or if the claim has already been finalised.

## Wait for us to help you

Never permit any replacement or repairs that haven't yet been authorised by us. Get our written approval first before disposing of any damaged property, or repairing or replacing any losses you may have suffered. Failure to do so may lead to your claim being rejected.

## Help us to help you

You need to act on, or take note of, the following:


- Pay all the excess amounts plus any additional excess amounts that you have to contribute for each claim, if relevant, and as shown on your policy schedule.
- The excess amount that you have to pay will consist of:
  - The basic excess amount that applies to each specific insured incident or item. (Excess payments are also payable in circumstances where you didn't cause the incident.)
  - Any additional excess amounts that may be applicable for certain insured events or circumstances, the details of which are shown on your policy schedule.
- Assist us, if possible, in any recovery action against any third party responsible for the loss or damage. We'll reimburse you for any reasonable extra expenses that were incurred for this purpose.
- Comply with our instructions and requests, as and when we need your assistance.

## Settlement options

We have the choice to settle your claim in any of the following ways:

- Cash pay-out to you.
- Repairing the damaged item at a repairer of our choice.
- Replacing the item at a supplier of our choice.
- A combination of any of the above.

The maximum amount we'll pay you is the amount noted on your policy schedule.

 **Please note: If any item claimed for is financed, we'll first pay the finance institution, before paying over the balance of the insured value to you.**

## Get it done

Any repairs or replacements must be completed within 6 months of your claim being settled.

## **Date of loss**

The term 'date of loss' refers to the date on which the incident giving rise to a claim or loss occurred.

## **Event**

Any series of events arising from a single cause.

## **Only 1 section applies**

You can only claim for the same liability, or loss or damage for the same incident, from 1 section of the policy.

## **Claim costs**

The assessments that need to be done for any claims under your policy will be paid for by us. However, if you wish to employ a person to assist you in preparing your claim, indemnification for the costs you incur in this process will be handled with due discretion.

## **Honesty is always the best policy**

If you, or anyone acting on your behalf, submits a claim, or any information or documentation relating to any claim that's in any way fraudulent, dishonest or inflated, we'll reject that entire claim and cancel your policy retrospectively, from the date on which the incident has been reported, or from the actual incident date, whichever date is the earliest. If your claim is rejected due to fraud or dishonesty, you'll need to pay us back for any expenses that we may have incurred relating to the claim.

## **Let the king protect you**

When you submit a claim, we may act on your behalf or obligations against other people, to recover costs or defend any claim that they may have against you. If we manage to also recover the excess amount that you've already paid, then we'll refund it to you. Relax, we have your back.

## **Let us take care of the difficult part**

Never admit guilt or offer a settlement to any other party involved in an incident in which you're involved. We won't be bound by any such admission or offer that you make.

# Fire



## In a nutshell...

A fire can lay waste to a business of any size. The smoke and flames, and the water and foam that are used to extinguish fires, can damage the assets of your business, as well as the building and its contents. King Price's fire insurance offers comprehensive cover for the financial loss that your business may suffer after a fire.

## Remember...






- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover the following property belonging to you, or for which you're responsible:**



				
Column 1:	Column 2:	Column 3:	Column 4:	Column 5:
Buildings, including landlord fixtures and fittings, tenant's improvements, walls (except dam walls), gates, posts and fences. Water heating systems and pressurised water pipes aren't included.	Rent and alternative premises.	Fixtures, fittings, plant, machinery, equipment and other contents that you're responsible for.	Stock in trade, raw materials, or goods being manufactured.	Other miscellaneous property noted on your policy schedule.

### By 'fire' cover we mean

Loss or damage to the whole, or part, of the property described on your schedule, owned by you, or for which you're responsible (including alterations made by you, as tenants, to the buildings and structures), due to:

- Fire, lightning or thunderbolt, subterranean fire, explosion or earthquake (excluding damage to property due to underground workings of any mine).
- Special perils such as storm, wind, water, hail and snow.
- Aircraft and other aerial devices, and objects dropped from them. Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles, but you're not covered for any damage to them, or for any property in or on such vehicles.

### By the 'value of your stock' we mean

You need to insure your stock in trade for the maximum amount of stock you will have at any given time. If this maximum amount increases or decreases at any time, you need to let us know. This will ensure that you remain properly covered.

Where the amount of any loss or damage is more than the amount you specified as the maximum, the average will apply, and you will only be paid out a percentage of the insured amount. This is known as the 'average' and occurs when you have under-insured your property.

If you have insured your stock on a stock declaration basis, you need to declare your stock to us as frequently as indicated on your policy schedule.

## **What's covered by the king**

**You're covered for loss or damage of property under 'fire' cover:**

### **Architects and other professional fees**

Professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the sum insured, as noted on your policy schedule.

### **Automatic reinstatement**

No sum insured will be reduced by the amount of any claim paid, or payable by us, but you will have to pay us an additional premium on this amount, calculated pro-rata from the date of the loss or damage, to the end of the insurance period.

### **Capital additions**

This clause will cover alterations, additions and improvements to the property (other than stock and materials in trade) for an amount not exceeding 25% of the sum insured. You must please advise us of such alterations, additions and improvements as soon as possible, to be covered for them.

### **Demolition and clearing costs**

Costs in respect of the demolition of buildings and machinery, the removal of debris (including stock debris) and/or providing erecting and maintaining hoardings required during demolition, site clearing and/or building operations. Demolition costs don't cover any costs incurred in removing debris from any other site, other than the site of the insured property and the area immediately adjacent to it.

### **Disposal of salvage**

Where we pay you out for or replace a damaged item, we then become the owner of the damaged property and may dispose of it at our discretion. Where you can establish, to our satisfaction, that to do so will prejudice your interests, we may give you first option to repurchase the property at its fair intrinsic value, or market value, whichever is greater.

### **Fire extinguishing charges**

Reasonable costs relating to extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs and that the insured property was in danger from the fire.



## **Labourers/contractors/employees**

If a labourer, contractor or employee does something or omits to do something in contradiction of the conditions of this section, without your knowledge, you will still be covered. You must, however, advise us of this act or omission as soon as you become aware of it.

## **Limitations**

Our liability under this clause is restricted to:

- Money and stamps, to the maximum amount of N\$5,000.
- Documents, manuscripts, plans, business books, designs, patterns, models and moulds, computer systems records and media. The amount we will pay for these is limited to the cost of materials and labour.

### **By ‘documents’ we mean**

Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents) in connection with the business, which are owned by you or for which you’re responsible, and which are normally kept at the office premises, up to the amount stated on your policy schedule.

You’re not covered under ‘documents’ for:

- Money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples of for sale or for delivery after sale.
- Computer software and data carrying media, unless otherwise stated on your policy schedule.
- Costs, charges and expenses for reshooting films or videos, and recording audio tapes.

## **Mortgagee**

The interest of any mortgagee under this section will not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee’s knowledge.

The mortgagee must inform us as soon as any such act or omission comes to their knowledge, and will be responsible for any additional premium payable from the date that any increased risk becomes known.

## **Municipal plans scrutiny fees**

Municipal plans scrutiny fees are covered, provided that the total amount recoverable under any item doesn't exceed the sum insured for the building affected.

## **Power surges/lightning strikes**

Loss of, or damage to, the property insured, caused by power surges and lightning strikes, up to the amount stated on your policy schedule.

## **Prevention of access**

If property within a 50km radius of the insured premises noted on your schedule is lost or damaged by a defined peril during the period of insurance, and prevents or hinders the use of, or access to, the property insured under this section, we will pay for any loss of rent you may incur as a result thereof, up to the amount noted on your policy schedule. The loss of rent calculation will be based on the rent payable immediately preceding the incident, or its equivalent rental value.

## **Property removed temporarily**

Property noted on your schedule, which is temporarily removed from the premises, within South Africa, Malawi, Namibia, Botswana, Lesotho and Swaziland, is covered for loss or damage caused by an incident covered under this section.

The property must be:

- Conveyed by road, rail or inland waterways.
- Removed for the purpose of cleaning, renovation or repair.

## **Public authorities' requirements**

The cost of ensuring that the building complies with government/local authority requirements, provided that it doesn't exceed the sum insured.

You're not covered for any cost:

- Where the building didn't comply and/or where a notice has been served on you, prior to the incident.
- For any damage not insured under this section.
- For undamaged property or portions of the property.
- Where the building can't be built or repaired where it stood prior to the incident.
- Of any rate, tax, duty, development or other charge or assessment arising from capital appreciation.

## **Public supply connections**

Accidental damage to water, sewerage, gas, electricity and telecommunication connections which you own or for which you're legally responsible, between the insured property and the public supply or mains.

## **Railway and other subrogation clause**

You will not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or other special agreements with Transnet regarding private sidings or similar agreements with other government bodies.

## **Rent and alternative premises**

If you're the owner of a building that's insured under column 2, which is occupied by a paying tenant at the time of an incident that's covered by this section and that makes the building untenable, you're covered for your loss of rent receivable. You're also covered if the insured building you own and occupy is rendered untenable and you need to pay rent elsewhere.

If you're a paying tenant in a building that's rendered untenable by an incident that's covered by this section, you're covered for the rent owed by you to the building's owner or landlord.

Cover is limited to the sum insured that's stated on your policy schedule, and to the number of months that you specify.

The amount we'll pay is determined by the proportion that the sum insured bears to the actual rent receivable/payable.

## **Reinstatements and replacements**

In the event of property other than stock being damaged, the amount payable will be calculated based on the cost of replacing or reinstating with property on the same site, of a similar kind, but not superior to, the insured property when new property, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We will only be liable to pay, once costs have been incurred by you, for replacing or reinstating the property.

Where the property insured has a measurable function being damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we will pay the cost of replacing such property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

## **Security costs**

We will pay for costs incurred, with our prior consent to protect, or attempt to protect, any insured property following an insured incident. This amount will be in addition to any other payment for which we may be liable in terms of this section. Cover is subject to a limit of N\$500 per day, with a maximum limit of N\$10,000 per incident.

## **Tenants' clause**

Your cover will not be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must inform us as soon as such an act, which is in contravention of any of the terms, exceptions or conditions of this section, becomes known to you, and you will be responsible for any additional premium payable from the date that any increased risk occurs.

## **Vehicle loads**

If any insured property is left loaded on a vehicle within the premises described on your schedule, you will be covered for the loss of, or damage to, that property caused by any of the insured perils, unless more specifically insured under the goods in transit section, this cover will apply in respect of the stock in excess of the sum insured amount in Column 4.

## **Water heating and pipes**

You're covered for the:

- Loss of, or damage to, the water heating systems and pressurised water pipes, if they are insured under Column 5: 'Miscellaneous', caused due to rust, decay, gradual deterioration or wear and tear.
- Cracking and splitting of a water heating system, its parts, and any concealed, pressurised water pipes.
- The cost of repairing or replacing the water heating system, its parts, and any concealed, pressurised water pipes. This extension doesn't cover sewerage pipes.

## Optional cover

### Cover more. Pay a little more

You may choose to add the following options to your basic 'fire' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.

### Escalation

During each period of insurance, the sum/s insured will be increased under Column 1: 'Buildings' and Column 3: 'Plant and machinery', by that portion of the percentage noted on your schedule. Unless agreed otherwise, these provisions will only apply to the sum/s insured in force, at the start of the period of insurance.

At each renewal date you need to notify us of the sum/s to be insured for the forthcoming period of insurance and the percentage increase required for such period. If you fail to do so, the provisions of this clause will continue to apply as per the percentages of the previous period, until notified of a change for the new renewal period.

### Leakage

You're covered for the accidental physical loss of, or damage to, the insured property caused by the discharge or leakage from tanks, sprinklers, drenching systems or fire extinguishing equipment, pipes or appearance of chemicals, oils, liquids, fluids, gases or fumes (including the loss of these chemicals, oils, liquids, fluids, gases or fumes).

You're not covered:

Where the cause of the discharge, leakage or appearance is due to, or contributed to by, wear and tear, or where you've not maintained equipment regularly and according to recommended or expert's specifications, or any other gradually operating cause.

### Malicious damage

Under this clause you're covered for property noted on your policy schedule that is damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you, principals, partners, members and directors.
- Property that's stolen or damaged whilst being stolen.
- Property damaged whilst thieves are gaining entrance to or exit from the premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, where there's an attempt or successful theft of your building or any portion of it.

- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage where the building has been unoccupied for a period of more than 30 consecutive days, is vacant or abandoned, unless otherwise agreed in writing.


## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority, in any other way dealing with any occurrence referred to in any of the clauses above.


 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Subsidence and landslip

You will have cover for loss or damage that's caused to your property by the sinking, caused by downward or lateral movement of the land that supports it, due to natural shifts or human activity. This cover is subject to the building foundation and construction being designed and approved by a licensed structural engineer.

You're not covered for damage caused by:

- Volume changes in clay-based soil or in rock, caused by changes in the moisture levels.
- Rise in the water table or pressure caused by it.
- Excavations (including the removal of lateral support), other than mining activities.
- Removal or weakening of pillars.
- Defective design, material and workmanship.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.
- Additional underpinning of foundations that's necessary for the repair of the building, or to prevent further damage.
- Drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
- Consequential loss of any kind whatsoever, except for the loss of rent or the cost of alternative accommodation.

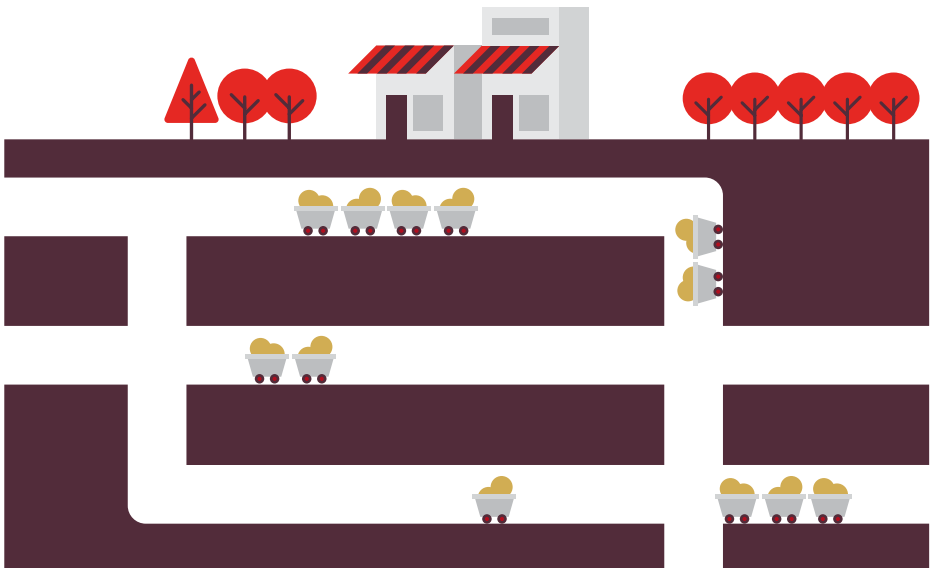
 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## What's NOT covered by the king

You're not covered for loss or damage to property (including 'optional' cover):

- Due to exposure of property to any heating, drying or water process.
- Due to any tsunami or tidal wave originating from an earthquake.
- Due to the underground workings of a mine.
- Which is insured by any marine policy during the period of insurance, except in excess of the amount which would have been payable under the marine policy, had this insurance not been affected.
- Due to goods left in the open, other than those designed to be used or to operate in the open, unless stipulated on your schedule.
- Due to structures that are not completely roofed, unless described on your schedule.
- Caused by volume changes in any clay-based soil or in rock, caused by changes in their moisture or water content.

- Caused by defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authorities at the time of construction.
- Caused by retaining walls, drains or constructed water course.
- Where demolition cover doesn't cover any costs or expenses incurred in removing debris, except from the site of such property destroyed or damaged, and the area immediately adjacent to such site.





# Buildings combined



## In a nutshell...

When it comes to insurance, we make your business, our business. So, place your business insurance in the king's safe hands and choose our cover for the properties that belong to you, or for which you're responsible.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover the following property belonging to you, or for which you're responsible:**

- A. Buildings.**
- B. Public supply connections.**
- C. Rent and alternative premises.**
- D. Legal liability.**

### A. Buildings

Damage to buildings, which you own or for which you're responsible, and which are noted as the insured premises on your policy schedule, including all outbuildings, sporting and recreational structures, including, but not limited to: Swimming pools, tennis courts (including floodlights), saunas, spa baths, jacuzzis, water pumps, pool machinery, borehole motors, automatic gate/garage door motors, landlord's fixtures and fittings, fitted carpets and lifts with all associated equipment, transformers,

motors, boilers, air-conditioning, standby generators, boundary and other walls (except dam walls), gates, posts, fences, and tarred or paved roads, driveways, paths, patios or parking areas. The buildings and outbuildings must be constructed of brick, stone, concrete or metal, on metal framework, and roofed with slate, tiles, metal, concrete or asbestos, unless otherwise noted on your policy schedule.

## **B. Public supply connections**

Accidental damage to water, sewerage, gas, electricity and telecommunication connections, which you own or for which you're legally responsible, between the insured property and the public supply connections or mains.

## **C. Rent and alternative premises**

### **Rent**

Where you're the owner of the insured building and the insured building is occupied by a paying tenant at the time of an event, you will be covered by this section. You will be covered for your loss of rental income resulting from an insured incident which is covered under A. 'Buildings'.

Cover is limited to:

- The amount you would have received during the time it takes to make the building habitable again.
- The maximum amount actually received by you, or the reasonable market rental value as determined by us for the tenanted premises, whichever is lower.
- Where the building is partially tenanted, to only the portion actually tenanted.
- A maximum of 25% of the sum insured, as stated on your policy schedule.

### **Alternative premises**

Where you're the owner and occupier of the insured building at the time of an event, you will be covered by this section. You'll be covered for the rental cost of obtaining similar alternative accommodation resulting from an insured incident which is covered under A. 'Buildings'.

Cover is limited to:

- The actual rental amount payable by you, during the time it takes to make the building habitable again.
- A maximum of 25% of the sum insured, as stated on your policy schedule.

## D. Legal liability

Where you're legally liable, as the property owner, for the accidental:

- Death, bodily injury or illness of any person.
- Loss or damage of any person's tangible property.

Where the liability occurs during the period you have cover with us, and arises from the insured's ownership thereof. We will pay the maximum amount, inclusive of legal costs and expenses, for any claim, as noted on your policy schedule.

You will not have cover for:

- Death, injury, illness or damage sustained by:
  - Any member of your household.
  - Any person employed by you, arising from and in the course of their employment with you.
  - Any other person resulting from the ownership, possession, maintenance, repair, operation or use of mechanically propelled vehicles (except pedal cycles and lawnmowers).
- Damage to property:
  - Belonging to you.
  - In your or your employee's custody or control.
  - Caused directly or indirectly by the vibration, removal, weakening or interference with the support of any land, building or other structure.
- Liability assumed by agreement, unless you would still have been liable, had the agreement not been entered into:
  - Unless the contract is entered into with a security firm employed to protect your property, then the employees of the security firm will be considered to be your employees.
  - Where the security firm is covered for liability incurred by them or their employees, the security firm must first claim from their own insurance, in which case the cover provided by this policy will not contribute to their claim.
- Liability for injury, damage or loss of use of property, including the cost of removing, nullifying or cleaning up, directly or indirectly caused by seepage, pollution or contamination, unless the seepage, pollution or contamination was caused by a sudden, unintended and unforeseen event.
- Fines, penalties, punitive or vindictive damages.
- Damages (including legal costs and expenses) awarded by a foreign court, arbitrator or competent tribunal, of first instance, other than in Namibia, Botswana, Lesotho or Swaziland.
- Liability where you're entitled to claim under the cover provided by the 'public liability' section of this policy.
- Any incident for which cover is provided by any other insurance, except for any balance not covered by that insurance.

## What's covered by the king

You're covered for loss or damage under A. 'Buildings' due to:

- Fire, lightning, thunderbolt, subterranean fire, earthquake or explosion.
- Special perils such as storm, wind, water, hail and snow, excluding damage to property:
  - Arising from its undergoing any process necessarily involving the use or application of water.
  - Due to wear and tear, or gradual deterioration.
  - Caused by a tidal wave originating from an earthquake.
  - Acting as retaining walls.
  - Caused by, or where the following contribute to, the loss or damage of the building:
    - Subsidence or landslip.
    - Where you didn't take all reasonable precautions for the maintenance and safety of the property.
- Theft or attempted theft:
  - Theft or attempted theft must be accompanied by visible, forcible, or violent entry to or exit from the building. The building must not be vacant, abandoned, empty, illegally occupied or unoccupied for more than 30 consecutive days, otherwise there is no 'theft' cover.
- Aircraft and other aerial devices, and objects dropped from them.
- Impact by animals, trees (except if they're being felled), aerials, satellite dishes and vehicles, but you're not covered for any damage to them, or for any property in or on such vehicles.
- Accidental breakage of glass or sanitary ware, fixed mirror glass and fixed glass in stoves, windows, doors, fanlights, skylights, green-houses, conservatories and verandas, fixed wash basins, pedestals, sinks, lavatory pans, splash backs and cisterns (but excluding chipping, scratching and other disfiguration).
- Collapse or breakage of television or radio masts or aerials.
- Intentional acts by third parties.
- Accidental damage to water, sewerage, gas, electricity and telephone connections belonging to you, or for which you're legally responsible, between the property insured and the public supply or mains.
- Water heating systems that are specified separately, any loss or damage caused by bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply-tanks, cisterns and pressurised water pipes forming a permanent part of the building, the resultant damage caused by the water is covered under 'special perils' (storm, wind, water, hail or snow).

Furthermore:

- Each geyser installed is subject to a separate premium, as stated on your policy schedule.
- All geysers must be compliant with Namibian building regulations.

## **Alterations and misdescriptions**

The cover under this section will not be prejudiced by any alteration or misdescription of occupancy due to:

- The transfer of processes or machinery.
- Acquisition of additional premises.
- Structural alterations or repairs to buildings, machinery or plant, provided that notice is given to us as soon as possible thereafter.

## **Architects and other professional fees**

Professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the sum insured, as noted on your policy schedule.

## **Capital additions**

This clause will cover alterations, additions and improvements to the property (other than stock and materials in trade), for an amount not exceeding 25% of the sum insured. You must please advise us of such alterations, additions and improvements as soon as possible, to be covered for them.

## **Demolition and clearing costs**

Costs in respect of the demolition of buildings and machinery, the removal of debris (including stock debris) and/or providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations. Demolition costs don't cover any costs incurred in removing debris from any other site, other than the site of the insured property and the area immediately adjacent to it.

## **Deterioration of foodstuffs**

You're covered for up to N\$5,000 for the accidental deterioration of foodstuffs from any cause, but excluding:

- Damage as a result of the deliberate withholding of power by a supply authority.
- Consequential loss.
- The first amount payable as stated on your policy schedule.

## **Dye-lots, colours, patterns and textures**

In the event of any property (or portion of such property) being the subject of an insurance claim, and being supplied or manufactured in specific dye-lots, colours, patterns, or textures; and at the time of such claim the property (or portion of such property) being the subject of the claim is not available (in whole or in part) in such dye-lots, colours, patterns or textures, then we will only indemnify you for the cost of the same, which is available to the nearest dye-lot, colour, pattern or texture as may be available in the required quantity.

## **External signs, blinds, canopies, gate motors, borehole and pool pump machinery and equipment**

You're covered for up to N\$10,000 for damage caused by any of the insured perils, to external signs, blinds, building canopies, gate motors, borehole and swimming pool pump machinery and equipment, at your premises, for which you're responsible, but excluding the first amount payable, as stated on your policy schedule.

## **Fire extinguishing charges**

Reasonable costs relating to extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

## **Gardens, garden furniture and water features**

You're covered up to N\$10,000 for costs incurred by you for restoring damaged landscaped gardens, garden furniture and water features following a fire, lightning, thunderbolt, subterranean fire, special perils (storm, wind, water, hail and/or snow), earthquake, malicious damage and explosion.

## **Limitations**

Our liability under this clause is restricted to:

- Money and stamps, to the maximum amount as stated on your policy schedule.
- Documents, manuscripts, plans, business books, designs, patterns, models and moulds, computer systems records and media. The amount we will pay for these is limited to the cost of materials and labour.

### **By 'documents' we mean**

Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents) in connection with the business, which are owned by you or for which you're responsible, and which are normally kept at the office premises, up to the amount stated on your policy schedule.

You're not covered under 'documents' for:

- Money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples of for sale or for delivery after sale.
- Computer software and data carrying media, unless otherwise stated on your policy schedule.

- Costs, charges and expenses for reshooting films or videos and recording audio tapes.

## **Loss of water**

You're covered for charges up to N\$10,000, raised by a local authority for water loss through the leakage from pipes on your property, provided that:

- The consumption reading is at least 50% higher than the average of the previous 4 readings.
- You take immediate steps to repair the pipe/s affected once the leak is discovered, by physical evidence or on receipt of an abnormally high water account.

You're not covered:

- For the cost of repairing the leaking pipes.
- For more than 2 separate incidents in any 12 month period.
- For loss of water as a result of leaking taps, water heating apparatus or toilet systems.
- For loss of water from swimming pool structures, inlet or outlet pipes.
- Whilst the property is unoccupied for a period in excess of 60 consecutive days.

## **Malicious damage**

Under this clause you're covered for property noted on your policy schedule that is damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you, principals, partners, members and directors.
- Property that's stolen or damaged whilst being stolen.
- Property damaged whilst thieves are gaining entrance to or exit from the premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, where there's an attempt or successful theft of your building or any portion of it.
- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage where the building has been unoccupied for a period of more than 30 consecutive days, and is vacant or abandoned, unless otherwise agreed in writing.

## **Mortgagee clause**

The interest of any mortgagee under this section will not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge.

The mortgagee must inform us as soon as any such act or omission comes to their knowledge, and will be responsible for any additional premium payable from the date that any increased risk becomes known.

## **Municipal plans scrutiny fees**

Municipal plans scrutiny fees are covered, provided that the total amount recoverable under any item doesn't exceed the sum insured for the building affected.

## **Obsolete items**

You're covered in the event of loss of, or damage to:

- Alarms and detection systems.
- Electronic motors.
- Telephonic communication equipment.
- TV aerials, including television transmission or reception equipment.
- Closed circuit cameras and monitors.
- Security control equipment (including cameras).
- Or any accessory or attachment relating thereto.

Should the property claimed for not have an immediate replacement, or if the agency or supplier in Namibia has discontinued the importation of stock of such equipment, and provided that such equipment isn't repairable, then such property will be considered obsolete.

In the event of the property being considered obsolete, we will then have the option of settling the claim via the basis of indemnity in cash-in-lieu, which will be the original purchase or determined costs thereof, less a rate of depreciation, based on an accumulative rate of 20% per annum, as from the date of purchase or installation.

The cover will apply only to the physical cost of this property, as stated on your policy schedule, and will exclude any installation or labour costs.

When we agree to pay you in terms of this clause, we will have the right to remove the equipment that is subject to the claim, prior to payment of the indemnity, and delivered to us. The costs of removal and delivery will be agreed with and paid by us.



## Prevention of access (only applicable to C. Rent)

If property within a 50km radius of the insured premises noted on your schedule is lost or damaged by a defined peril during the period of insurance, and prevents or hinders the use of, or access to, the property insured under this section, we will pay for any loss of rent you may incur as a result thereof, up to the amount noted on your policy schedule. The loss of rent calculation will be based on the rent payable immediately preceding the incident, or its equivalent rental value.

## Property removed temporarily

Property noted on your schedule, which is temporarily removed from the premises, within Namibia, South Africa, Malawi, Namibia, Botswana, Lesotho and Swaziland, is covered for loss or damage caused by an incident covered under this section.

The property must be:

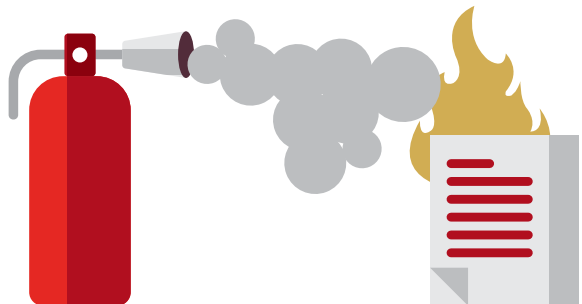
- Conveyed by road, rail or inland waterways.
- Removed for the purpose of cleaning, renovation or repair.

## Public authorities' requirements

The cost of ensuring that the building complies with government/local authority requirements, provided that it doesn't exceed the sum insured.

You're not covered for any cost:

- Where the building didn't comply prior to the event, or where a notice has been served on you prior to the incident.
- For any damage not insured under this section.
- For undamaged property or portions of the property.
- Where the building can't be built or repaired where it stood prior to the incident.
- Of any rate, tax, duty, development or other charge or assessment arising from capital appreciation.



## **Railway and other subrogation**

You will not be prejudiced by signing the 'Transnet Cartage (Hazardous Premises) Indemnity' clause or other special agreements with Transnet regarding private sidings or similar agreements with other government bodies.

## **Reinstatements and replacements**

In the event of property other than stock being damaged, the amount payable will be calculated based on the cost of replacing or reinstating with property on the same site, of a similar kind, but not superior to, the insured property, when new property, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We will only be liable to pay, once costs have been incurred by you, for replacing or reinstating the property.

Where the property insured has a measurable function being damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we will pay the cost of replacing such property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

## **Removal of trees**

The cost of removing trees when they have fallen due to an insured peril, if they caused damage to the insured property, will be covered by us.

## **Security firms (only applicable to D. Legal liability)**

If you enter into a contract with a security firm in the course of your business, the security firm's personnel will be regarded as being the insured's employees and this sub-section will include the legal liability for loss or damage caused by these employees.

## **Security costs**

We'll pay for costs incurred with our prior consent to protect, or attempt to protect, any insured property following an insured incident. This amount will be in addition to any other payment for which we may be liable in terms of this section. Cover is subject to a limit of N\$500 per day, with a maximum limit of N\$10,000 per incident, or as stated on your policy schedule.

## Tenants' clause

Your cover will not be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must inform us as soon as such an act, which is in contravention of any of the terms, exceptions or conditions of this section, becomes known to you, and you will be responsible for any additional premium payable from the date that any increased risk occurs.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'buildings combined' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Bursting or overflowing of geysers and water pipes

You're covered for the leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the insured building.

Other immovable property such as fixtures, fittings and improvements (e.g. ceilings, carpets and cupboards), which are damaged in the same incident, are covered up to the maximum amount noted on your policy schedule.

You're not covered:

- Where the bursting or leaking was caused or contributed to by wear and tear, gradual deterioration, rust, decay, cracking, splitting, faulty materials/workmanship or latent defects.
- For sewerage pipes.

### By 'documents' we mean

Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs, and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents) in connection with the business, which are owned by you, or for which you're responsible, and which are normally kept at the office premises, up to the amount stated on your policy schedule.

You're not covered for:

- Money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples of for sale or for delivery after sale.
- Computer software and data carrying media, unless otherwise stated on your policy schedule.
- Costs, charges and expenses for reshooting films, videos and recording audio tapes.

## Escalation

During each period of insurance, the sum/s insured will be increased under A. 'Buildings', by that portion of the percentage noted on your schedule. Unless agreed otherwise, these provisions will only apply to the sum/s insured in force, at the start of the period of insurance.

At each renewal date, you need to notify us of the sum/s to be insured for the forthcoming period of insurance, and the percentage increase required for such period. If you fail to do so, the provisions of this clause will continue to apply as per the percentages of the previous period, until notified of a change for the new renewal period.

## Fidelity guarantee

Property and/or money belonging to the sectional title, or for which they are responsible, stolen by an elected trustee or employee of the sectional title, as a result of fraud or dishonesty of an elected trustee or employee of the sectional title, which results in dishonest personal financial gain for the trustee or employee concerned.

This must happen during the period of insurance, and must be discovered during the period of insurance, or within 12 months of the termination of:

- This insurance, or this insurance in respect of any insured trustee and/or employee concerned in the loss.
- The employment of the insured trustee and/or employee, or the last of the insured trustees and/or employees concerned in the loss, whichever occurs first.



**Please note: The limit of cover is as per amount stated on your schedule.**

## Geyser and water pipes wear and tear

You're covered for the leaking, bursting or overflowing of water heating systems (which include geysers, solar water heating systems and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the building due to wear and tear, gradual deterioration, rust, decay, cracking, splitting, faulty materials/workmanship or latent defects, up to the limit stated on your schedule.

## Locks and keys

You're covered for the cost of replacing locks and keys to any insured building, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key.

 **Please note: Each claim will be limited to the amount stated on your schedule.**


## Money

Cash, bank and currency notes, cheques, postal orders, money orders, current You're covered for damage caused by any of the insured perils to 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 items of a negotiable nature that belong to you, or for which you're responsible, up to the amount stated on your policy schedule.

## Office contents

This cover is extended to include loss or damage caused by any of the insured perils:

- To the contents and documents in an office, at the location stated on your policy schedule, including electronic data, processing equipment and landlord's fixtures and fittings, which belong to you or for which you're responsible, up to an amount of N\$20,000.
- Unless otherwise stated on your schedule, to the extent that the same is not otherwise insured, property owned by any trustee or employee of the insured up to an amount of N\$5,000 per person, while contained in the office premises.

 **Please note: The maximum limit of liability for any 1 incident or series of incidents can't exceed an amount of N\$25,000 for this extension.**

## Power surges

Loss of, or damage to, the property insured, caused by power surges and lightning strikes, up to the amount stated on your policy schedule.


## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.


 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Subsidence and landslip

You will have cover for loss or damage that's caused to your property by the sinking, caused by downward or lateral movement of the land that supports it, due to natural shifts or human activity. This cover is subject to the building foundation and construction being designed and approved by a licensed structural engineer.

You're not covered for damage caused by:

- Volume changes in clay-based soil or in rock, caused by changes in the moisture levels.
- Rise in the water table or pressure caused by it.
- Excavations (including the removal of lateral support), other than mining activities.
- Removal or weakening of pillars.
- Defective design, material and workmanship.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.
- Additional underpinning of foundations that's necessary for the repair of the building, or to prevent further damage.
- Drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
- Consequential loss of any kind whatsoever, except for the loss of rent or the cost of alternative accommodation.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Trustees' indemnity

Cover is extended to include damages for which the sectional title or any associated trustees are legally liable, arising from any wrongful act.

Provided that:

- The limits of indemnity don't exceed the amount stated on your policy schedule.
- The insured amount noted on your policy schedule is also the maximum amount payable for the annual period of insurance, which is based on the renewal date of this policy.

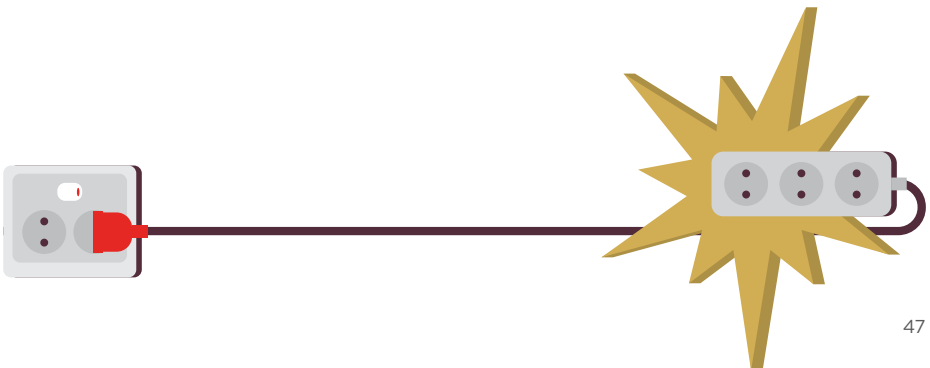
You're not covered for:

- Liability for the payment of Value Added Tax.
- Remuneration or other monies to which you or your trustees are legally entitled.
- Trustees committing any wrongful acts while knowing such actions to be illegal, fraudulent or of a malicious nature. However, this will not apply to any innocent party affected by such actions.

## What's NOT covered by the king

You're not covered for loss or damage (including 'optional' cover):

- During alterations and additions to the building:
  - Where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures.
  - For accidental damage to sanitary ware, fixed mirror glass and fixed glass doors.
- Caused by scorching.
- Caused or contributed to by defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction.
- Caused by construction, alteration or repairs, defective workmanship or materials.
- Caused or contributed to by a lack of maintenance.
- Caused by a tsunami or tidal wave.
- Caused by underground mining operations.
- Caused by the exposure of property to any heating, drying or water process.
- For any additional costs resulting from the unavailability of matching materials.
- Due to damage to retaining walls, unless they're designed and built according to structural engineering specifications.
- For the underpinning of foundations necessary to repair the building, or to prevent further damage.
- For goods in the open, other than if designed to be used, or to operate in the open.
- Due to structures that are not completely roofed, unless described on your schedule.
- Due to retaining walls, drains or constructed water course.
- Due to property that is stolen or damaged while being stolen.
- Due to property damaged while thieves are entering or exiting the premises.
- Due to the removal or partial removal, demolition, attempted demolition or partial demolition of your building, where there is an attempted or successful theft at your building.
- For consequential loss, other than loss of rent or the cost of alternative accommodation.
- Caused by stoppage, slowing down or interruption of work or any process.
- Where the building has been unoccupied for a period of more than 30 consecutive days, is vacant or abandoned.





# Office contents



## In a nutshell...

Sometimes, it's not just about what you do, it's also about how you do it... And have you ever wondered how you would do it if all your stuff was stolen or damaged? Luckily, the king has a back-up plan. We'll cover your office contents, rent and alternative premises, documents and legal liability related to documents, and increased cost of working, so that you can keep doing what you do.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover the following property belonging to you, or for which you're responsible:**

- A. Office contents.**
- B. Rent and alternative premises.**
- C. Documents.**
- D. Legal liability: Documents.**
- E. Increased cost of working.**

## **A. Office contents**

Loss of, or damage to, the office contents at your business premises, indicated on your policy schedule, including:

- Landlord's fixtures and fittings belonging to you, or for which you're responsible.
- Furniture, movable property and office machinery belonging to you, or for which you're responsible.
- All other contents of your office.

## **What's covered by the king**

You're covered for loss or damage under 'office contents': due to:

- Fire, lightning, thunderbolt, subterranean fire or explosion.
- Storm, wind, water, hail or snow.
- Earthquake (excluding underground workings of any mine).
- Aircraft and other aerial devices or articles dropped from them.
- Impact by animals, trees, aerals, satellite dishes or vehicles, excluding damage to such animals, trees, aerals, satellite dishes or vehicles, or property in or on such vehicles.
- Accidental damage or breakage of mirror glass, plate glass tops to furniture, or fixed glass forming part of any item of furniture.
- Intentional acts.

## **What's NOT covered by the king**

You're not covered for loss or damage under 'office contents':

- Caused by a tidal wave originating from an earthquake.
- Arising from its undergoing any process involving the use or application of water.
- In the underground workings of any mine.
- Caused intentionally (or with your knowledge or consent) by you, principals, partners, members and directors.
- Caused by subsidence or landslip.
- Caused by the removal or partial removal, demolition, attempted demolition or partial demolition of your building, where there is an attempt or successful theft of your building or any portion of it.
- Where the building has been unoccupied for a period of more than 30 consecutive days, is vacant or abandoned.
- Of cars, such as motor cars, motorised scooters, LDVs, caravans, trailers, aircraft, trucks and watercraft, and all their accessories.
- Of electronic data processing equipment and software, related hardware, peripherals and the stored information or data.
- Of documents, designs, patterns, models or moulds, samples, money, securities, stamps, jewellery or precious stones, which must be insured under C. 'Documents'.
- Of stock and materials in trade.
- Of property more specifically insured.

### By 'electronic data processing equipment' we mean

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

## B. Rent and alternative premises

### Rent

Where you're the owner of the insured building and the insured building is occupied by a paying tenant at the time of an event/incident, which is covered by this section, you will be covered for your loss of rental income.

Cover is limited:

- To the amount you would have received during the time it takes to make the building habitable again.
- To the maximum amount actually received by you, or to the reasonable market rental value as determined by us for the tenanted premises, whichever is lower.
- Where the building is partially tenanted, to that portion actually tenanted.
- To a maximum of 25% of the sum insured, as stated on your policy schedule.

### Alternative premises

Where you're the owner and occupier of the insured building at the time of an incident, which is covered by this section, you will be covered for the rental cost of obtaining similar, alternative accommodation.

Cover is limited to:

- The actual rental amount payable by you during the time it takes to make the building habitable again.
- A maximum of 25% of the sum insured, as stated on your policy schedule.



## C. Documents


Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents) in connection with the business, which are owned by you, or for which you're responsible, and which are normally kept at the office premises, up to the amount stated on your policy schedule.

You're not covered under 'documents' for:

- Money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples of for sale or for delivery after sale.
- Computer software and data carrying media, unless otherwise stated on your policy schedule.
- Costs, charges and expenses for reshooting films, videos and recording audio tapes.

### What's covered by the king

You're covered for loss or damage to 'documents' due to any event not specifically excluded.

 **Please note: Cover is limited to costs, charges and expenses for replacing or restoring the documents.**

### What's NOT covered by the king

You're not covered for loss or damage to 'documents' due to:

- Gradual deterioration or wear and tear.
- Electric, electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings, except when caused by lightning.
- Costs involved for reshooting films or videos and/or recording of audio tapes.
- Vermin or inherent defect, or by processing or copying of other work upon the documents.
- The dishonesty of any principal, partner, member or director of the insured, whether acting alone or in collusion with others. This exclusion will not apply where the member or director is also your employee, and where you have the right at all times to control and direct the performance of his/her work in the service of the insured and in the course of the business.

## **D. Legal liability (documents)**

You're covered for legal liability to others, caused directly by the loss or damage to documents for which you can claim under C. 'Documents' cover.

### **What's NOT covered by the king**

You're not covered for loss or damage under 'legal liability (documents)' due to:

- Liability assumed by agreement, unless you would still have been liable, had the agreement not been entered into.
- Any legal liability where your claim under C. 'Documents' cover has been rejected.

## **E. Increased cost of working**

You're covered for additional expenditure as a result of an incident for which you can claim under the 'documents' cover, not otherwise provided for, for the purposes of maintaining the normal operation of the business. Cover is limited to a maximum of 25% of the sum insured.

### **What's covered by the king**

**You're covered for loss or damage under 'office contents' (including 'optional' cover) due to:**

#### **All other contents**

All other contents referred to under A. 'Office contents' include, but aren't limited to, personal effects and tools belonging to you or your directors, members or employees, as long as this property is not insured elsewhere. This benefit is limited to the amount noted on your schedule per person, in respect of property lost or damaged whilst on your office premises.

#### **Alterations and misdescription**

The cover under this section will not be prejudiced by any alteration or misdescription of occupancy, due to:

- The transfer of processes or machinery.
- Acquisition of additional premises.
- Structural alterations or repairs to buildings, machinery or plant, provided that notice is given to us as soon as possible thereafter.

## Capital additions

This clause will cover alterations, additions and improvements to the property (other than stock and materials in trade), for an amount not exceeding 25% of the sum insured. You must please advise us of such alterations, additions and improvements as soon as possible, to be covered for them.

## Demolition and clearing costs

The reasonable and necessary costs for the demolition or dismantling of the property, removal of debris, erecting and maintaining of hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction to a maximum of 15% of the claimed amount.

## Fire extinguishing charges

Reasonable costs relating to the extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs, and that the insured property was in danger from the fire.

## Limitations

Our liability under this clause is to:

- Money and stamps, to the maximum amount as stated on your policy schedule.
- Documents, manuscripts, plans, business books, designs, patterns, models and moulds, computer systems records and media. The amount we will pay for these is limited to the cost of materials and labour.

### By 'documents' we mean

Items such as mortgage bonds, title deeds, films, tapes, addressograph plates, transfer deeds, powers of attorney, tender documents and agreements, deeds, mortgages, certificates, wills, manuscripts, business books, maps, plans, drawings, abstracts, specifications, computer programs and records (whether on paper, microfilm, magnetic tape or disc and written and printed documents) in connection with the business, which are owned by you, or for which you're responsible, and which are normally kept at the office premises, up to the amount stated on your policy schedule.

You're not covered under 'documents' for:

- Money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds or cheques.
- Any written order to pay a sum in money, or any written evidence of indebtedness or obligation.
- All property carried or held as samples of for sale or for delivery after sale.
- Computer software and data carrying media, unless otherwise stated on your policy schedule.
- Costs, charges and expenses for reshooting films, videos and recording audio tapes.

## Load shedding power surges

You will be covered for loss of, or damage to, your office contents caused by a power surge, following directly upon the re-engagement of power after scheduled load shedding has occurred.

For the purposes of this cover, load shedding is the intentional and organised action taken by the power provider to reduce the supply of power, in order to avoid the excessive load on a power generating plant.


You're only covered if you:

- Install power surge protection equipment which is in accordance with Namibian regulation.
- Install a combination of classes 1 and 11 protection devices on, or as part of, the electrical distribution and supply system of the building.
- Ensure that all installations, appliances, aerials and telephone lines are well earthed, and that sufficient earth leakage units are fitted to distribution boards.

 **Please note: Where these protection devices are not in place, any claim will be limited to a maximum amount of 25% of the loss or damage incurred.**

## Locks and keys

You're covered for the cost of replacing locks and keys to any insured building, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key.

 **Please note: Each claim will be limited to the amount stated on your policy schedule.**

## Malicious damage

Under this clause you're covered for property noted on your policy schedule that is damaged intentionally.

You're not covered for:

- Damage caused intentionally (or with your knowledge or consent) by you, principals, partners, members and directors.
- Property that's stolen or damaged whilst being stolen.
- Property damaged whilst thieves are gaining entrance to or exit from the premises.
- The removal or partial removal, demolition, attempted demolition or partial demolition of your building, where there's an attempt or successful theft of your building or any portion of it.

- Consequential loss, other than loss of rent or the cost of alternative accommodation.
- Damage or loss caused by stoppage, slowing down or interruption of work or any process.
- Loss or damage where the building has been unoccupied for a period of more than 30 consecutive days, and is vacant or abandoned, unless otherwise agreed in writing.

## **New and additional premises**

If you occupy offices or consulting rooms (other than those stated on your schedule), in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi, the insurance under this section will apply as though these offices or consulting rooms were office premises within the meaning of this section, provided that:

- You must advise us within a reasonable time of taking occupation, and that you pay an additional premium calculated pro rata from the time of taking occupation, until the end of the then-current period of insurance.
- This clause will not apply to any loss, in so far as the same is not otherwise insured.

## **Prevention of access (only applicable to B. Rent)**

If property within a 50km radius of the insured premises noted on your schedule is lost or damaged by a defined peril during the period of insurance, and prevents or hinders the use of, or access to, the property insured under this section, we will pay for any loss of rent you may incur as a result thereof, up to the amount noted on your policy schedule.

The loss of rent calculation will be based on the rent payable immediately preceding the loss or incident, or its equivalent rental value.

## **Property removed temporarily**

Property noted on your schedule, which is temporarily removed from the premises, within South Africa, Malawi, Namibia, Botswana, Lesotho and Swaziland, is covered for loss or damage caused by an incident covered under this section.

The property must be:

- Conveyed by road, rail or inland waterways.
- Removed for the purpose of cleaning, renovation or repair.



## **Reinstatements and replacements**

In the event of property other than stock being damaged, the amount payable will be calculated based on the cost of replacing or reinstating with property on the same site, of a similar kind, but not superior to, the insured property when new property, provided that:

- The replacement or reinstatement must be carried out with reasonable dispatch (it may be on another site subject to our liability not being increased).
- We will only be liable to pay, once costs have been incurred by you, for replacing or reinstating the property.

Where the property insured has a measurable function being damaged by an insured peril and it's not possible to replace or reinstate such property in terms of the reinstatement value condition, then we will pay the cost of replacing such property with property of the same quality, capacity, function or output as near as possible, but not inferior, to that of the original property, in line with the reinstatement value condition.

## **Skeleton keys**

Subject to satisfactory proof by you that entry into, or exit from, the insured premises has been effected by the use of a skeleton key or other similar device (other than a duplicate key), it will constitute as a forcible and violent entry (or exit) for the purpose of an insured incident.

## **Temporary repairs**

You're covered for the reasonable costs you incur for temporary repairs, and by taking the required temporary measures necessary after an insured incident.

## **Tenants' clause**

Your cover will not be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must inform us as soon as such an act, which is in contravention of any of the terms, exceptions or conditions of this section, becomes known to you, and you will be responsible for any additional premium payable from the date that any increased risk occurs.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'office contents' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

#### Power surges/lightning strikes

Loss of, or damage to, the property insured caused by power surges and lightning strikes, up to the amount stated on your policy schedule.

#### Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within Namibia or South Africa, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

**\* Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## **Subsidence and landslip**

You will have cover for loss or damage that's caused to your property by the sinking, caused by downward or lateral movement of the land that supports it, due to natural shifts or human activity. This cover is subject to the building foundation and construction being designed and approved by a licensed structural engineer.

You're not covered for damage caused by:

- Volume changes in clay-based soil, or in rock, caused by changes in the moisture levels.
- Rise in the water table or pressure caused by it.
- Excavations (including the removal of lateral support), other than mining activities.
- Removal or weakening of pillars.
- Defective design, material and workmanship.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.
- Additional underpinning of foundations that's necessary for the repair of the building, or to prevent further damage.
- Drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences, unless specifically insured.
- Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
- Consequential loss of any kind whatsoever, except for the loss of rent or the cost of alternative accommodation.

**\* Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## **Theft with forcible entry/exit**

You're covered for theft or attempted theft of your office contents, only when there is visible, forcible and violent entry into, or exit from, the building.

You're not covered for theft, or attempted theft, by any principal, partner, member, director or employee.

## Theft without forcible entry/exit

You're covered for theft or attempted theft of your office contents.

You're not covered for theft or attempted theft by any principal, partner, member, director or employee.



# Business interruption



## In a nutshell...

Even the slightest interruption to your business can lead to a major loss. You need insurance cover that'll protect your business from the financial loss that you may suffer if this happens. The king's business interruption cover won't just cover you, it'll also protect your business every step of the way.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

Under this section you can cover the following:

#### A. Gross profit:

- Difference basis.
- Additions basis.

#### B. Gross rentals.

#### C. Revenue.

#### D. Additional increase in cost of working.

#### E. Wages: Number of weeks basis.

#### F. Fines and penalties.

**By 'business interruption cover' we mean**

Your financial loss due to the interruption of, or interference with, your business activities, following a loss or damage for which you've claimed under the following sections of this policy:

- Fire.
- Buildings combined.
- Office contents.
- Any other material damage insurance covering your interests, on this policy only.

But only in respect of perils insured 'Fire' (termed as 'damage').

The loss or damage must occur at the premises covered under the above sections, and it must happen within the period of insurance covered by this section.

Cover under this section and the payment of any claim are at all times subject to the following conditions:

- There's no cover where your business is wound up or carried on by a liquidator or judicial manager, is subject to business rescue, or is permanently discontinued, unless we agree otherwise in writing.
- Where a claim is submitted, or is intended to be submitted under this section, you must act immediately with due care and take or allow action, in order to minimise any interruption or interference with your business.
- You must provide us with any financial records that we require, in order to process or investigate any claim.
- Where, by reason of these conditions, a claim is rejected, you will have to repay any amount paid by us on your behalf, during the processing of the claim.

**By 'gross profit' we mean**

Where you sell or deliver goods, or render a service in the course of your business:

- You're covered for the amount by which the rate of gross profit, which you earned in the previous financial year on your standard turnover, is reduced as a result of an insured incident.
- Your standard turnover is the turnover you make in the 12 months immediately before the insured incident occurred. If you haven't yet been in business for a period of 12 months before the insured incident occurs, we will use the number of months you have been in business.
- Adjustments to your standard turnover to provide for trends, variations and other circumstances, which would have affected your business before or after, but for the insured incident, will be made.
- We will also take into account that a reduction in your standard turnover can be postponed, or that your standard turnover can be maintained, from using accumulated stock or the proceeds of the sale of salvage.

- At a premises other than the premises noted on your policy schedule, for the benefit of your business either by yourself or by others on your behalf, the money paid or payable for these sales or services will be considered in arriving at the turnover.

Where you process or manufacture goods in the course of your business:

- You're covered for the amount by which the rate of gross profit, which you earned in the previous financial year on your standard output, is reduced as a result of an insured incident.
- Your standard output is the sale or transfer value, as shown in your books, of the goods processed or manufactured in the 12 months immediately before the insured incident occurred. If you haven't yet been in business for a period of 12 months before the insured incident occurs, we will use the number of months you have been in business.
- Adjustments to your standard output to provide for trends, variations and other circumstances which would have affected your business before or after, but for the insured incident, will be made.
- If goods are processed or manufactured at premises other than the premises noted on your schedule, for the benefit of your business either by yourself or by others on your behalf, the sale or transfer value of these goods will be considered in arriving at the output.

## **A. Gross profit**

### **Difference basis**

The amount by which the sum of the turnover and the closing stock exceeds the sum of the opening stock and the uninsured costs. The amount of the opening and closing stocks will be arrived at in accordance with the insured's normal accountancy methods, due provision being made for depreciation.

Cover under this option is limited to loss of gross profit due to a reduction in turnover and an increase in cost of working, and the amount payable as indemnity will be:

- In respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the period will, in consequence of the damage, fall short of the standard turnover.
- In respect of an increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.
- Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross profit, as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced, if the sum insured in respect of gross profit is less than the

sum produced by applying the rate of gross profit to the annual turnover, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover, where the maximum indemnity period exceeds 12 months.

### **Additions basis**

The sum produced by adding to the net profit the amount of the insured standing charges or, if there's no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

The insurance under this item is limited to loss of gross profit due to a reduction in turnover and an increase in cost of working, and the amount payable as indemnity will be:

- In respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period will, in consequence of the damage, fall short of the standard turnover.
- In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period, in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.
- Less any sum saved during the indemnity period in respect of the insured standing charges as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced, if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover, where the maximum indemnity period exceeds 12 months. If any standing charges of the business are not insured under this section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure shall be brought into account, which the sum of the net profit and the insured standing charges bear to the sum of the net profit and all the standing charges.





**Please note:**

- **You're covered for the insured period that you have chosen and that has been noted on your schedule.**
- **You'll be covered to the maximum insured amount that you have chosen and that is noted on your schedule, unless stated otherwise. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice from your broker when choosing this amount.**
- **The amount we pay will be reduced by any amount for charges or expenses you saved or didn't pay out of your revenue, as a result of the occurrence of the insured incident.**
- **If you trade at branches (including departments or divisions) and financial information can be determined independently for each branch, then this cover will apply separately to each branch.**
- **For the purposes of average, where applicable, if the sum insured you have chosen is less than the total of the revenue of all branches, then the amount we pay will be proportionately reduced, even though other branches have not been affected by the insured incident.**

## **B. Gross rentals**

The insurance under this item is limited to loss of gross rentals and an increase in cost of working. The amount payable as indemnity will be:

- In respect of loss of gross rentals, the amount by which the gross rentals during the indemnity period will, in consequence of the damage, fall short of the standard gross rentals.
- In respect of an increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided.
- Less any sum saved during the indemnity period in respect of the charges and expenses of the business payable out of gross rentals, as may cease or be reduced in consequence of the damage, provided that the amount payable will be proportionately reduced, if the sum insured in respect of gross rentals is less than the annual gross rentals, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals, where the maximum indemnity period exceeds 12 months.

## C. Revenue

The insurance under this item is limited to loss of revenue and an increase in cost of working. The amount payable as indemnity will be:

- In respect of loss of revenue, the amount by which the revenue during the indemnity period will, in consequence of the damage, fall short of the standard revenue.
- In respect of an increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of revenue which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of revenue.
- Less any sum saved during the indemnity period in respect of the charges and expenses of the business payable out of revenue, as may cease or be reduced in consequence of the damage, provided that the amount payable will be proportionately reduced, if the sum insured in respect of revenue is less than the annual revenue, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual revenue, where the maximum indemnity period exceeds 12 months.



### **Please note:**

- **You're covered for the amount by which your revenue is reduced, compared to your standard revenue, as a result of an insured incident.**
- **Your standard revenue is the revenue you make in the 12 months immediately before the insured incident occurred. If you haven't yet been in business for a period of 12 months before the insured incident occurs, we will use the number of months you have been in business.**
- **Adjustments to your standard revenue to provide for trends, variations and other circumstances which would have affected your business before or after, but for the insured incident, will be made.**
- **We will also take into account that a reduction in your standard revenue can be postponed, or that your standard revenue can be maintained, from using accumulated stock.**
- **If goods are sold or delivered or services are rendered at premises other than the premises noted on your policy schedule, for the benefit of your business either by yourself or by others on your behalf, the money paid or payable for these sales or services will be considered in arriving at the revenue.**

## D. Additional increase in cost of working

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items), incurred with the consent of the insurer during the indemnity period, in consequence of the damage, for the purpose of maintaining the normal operation of the business.



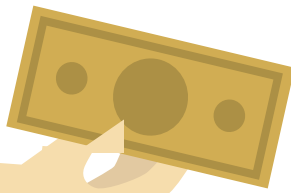
### Please note:

- **You're covered for the insured period that you have chosen and that has been noted on your schedule.**
- **You'll be covered to the maximum insured amount that you have chosen and that is noted on your schedule, unless stated otherwise. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice from your broker when choosing this amount.**
- **The amount we pay will be reduced by any amount for charges or expenses you saved or didn't pay out of your revenue, as a result of the occurrence of the insured incident.**

## E. Wages (number of weeks basis)

The insurance under this item is limited to the loss incurred by the insured, for the payment of wages for the period beginning with the occurrence of the damage, and ending no later thereafter than the specified number of weeks.

The amount payable as indemnity under this item will be the actual amount which the insured will pay as wages, for such period to employees whose services can't, in consequence of the damage, be utilised by the insured at all. An equitable part of the wages paid for such period to employees whose services can't, in consequence of the damage, be utilised by the insured to the full, provided that if the sum insured by this item is less than the aggregate amount of the wages that would have been paid during the specified number of weeks immediately following the damage, had the damage not occurred, the amount payable will be proportionately reduced.





**Please note:**

- **You're covered from the day on which the insured incident occurred to the day on which the services of your employees, or each of them, can again be used.**
- **Where your employees' services can't be used at all, we will pay the actual amount of wages you pay them.**
- **Where your employees' services can be partially used, we will pay an equitable part (as determined by us) of the amount of wages you pay them.**
- **The term 'wages' does not include salaries payable by you to your permanently employed employees.**
- **Your cover is limited to the maximum amount of weeks for which you elected to be covered, and is noted on your schedule, or for the duration of the effects of the insured incident, whichever is shorter.**
- **You will be covered to the maximum insured amount that you have chosen and that is noted on your schedule. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice when choosing the amount.**

## **F. Fines and penalties**

The insurance under this item is limited to fines or penalties for breach of contract. The amount payable as indemnity hereunder will be such amount as the insured will be legally liable to pay, and will pay, in discharge of fines or penalties incurred, solely in consequence of damage for non-completion, or late completion, of orders.



**Please note:**

- **You must be legally liable to pay the fine or penalty.**
- **We may use our subrogation rights to dispute your legal liability for a fine or penalty.**
- **You're covered to the maximum insured amount that you have chosen and that is noted on your schedule. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice from your broker when choosing the amount.**

### **By 'net profit' we mean**

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises, after due provision has been made for all standing and other charges, including depreciation, but before the deduction of any taxation chargeable on profits.

### **By ‘insured standing charges’ we mean**

As specified on your policy schedule, the words and expressions used will have the meaning usually given to them in the books of accountancy of the insured.

## **What’s covered by the king**

**You’re also covered for financial loss under ‘business interruption’, due to:**

### **Accounts receivable**

In addition to the cover we provide under this section, you will have the full cover as provided for in the ‘accounts receivable’ section of this policy up to a maximum amount of N\$100,000.

### **Other premises**

You’re covered for business interruption under this section caused by loss or damage from an insured incident to:

- Your property, whilst stored or in transit by air, road, rail or inland waterway.
- Your motor vehicles elsewhere than at premises occupied by you.
- Property used by you at a contract site located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.

## **Optional cover**

### **Cover more. Pay a little more**

**You may choose to add the following options to your basic ‘business interruption’ cover. If so, it will only be covered if it’s separately noted on your policy schedule and an additional premium is paid.**

### **Accidental damage**

Your financial loss due to the interruption of, or interference with, your business activities, following a loss or damage for which you have claimed under the ‘accidental damage’ section of this policy.

- The loss or damage must occur at premises covered under the ‘business interruption’ section and it must happen within the period of insurance covered by this section.
- Average will not apply under this cover.
- The maximum amount we will pay for a claim under this section (even where combined with a claim under the ‘accidental damage’ section) is the amount noted on your schedule under the ‘accidental damage’ section.

## **Prevention of access**

You're covered for business interruption under this section caused by the loss or damage from an insured incident to property within a 50km radius of your premises, which prevents the use of or access to your premises, whether your premises or property is damaged or not.

Cover is limited to the amounts stated on your schedule. The property must be located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi.

## **Prevention of access to other premises**

You're covered for business interruption under this section caused by the loss or damage due to an insured incident, to property within a 50km radius of the premises, noted on your policy schedule, which prevents the use of, or access to, those premises, whether the premises or property is damaged or not. Cover is limited to the amount stated on your schedule.

## **Public telecommunications: Insured events only**

You're covered for business interruption under this section caused by loss or damage from an insured incident to the property of a provider, authorised by law to provide a telecommunications facility to your premises. Cover is limited to the amounts stated on your schedule. The provider must be located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi.

## **Public telecommunications: Other causes**

You're covered for business interruption under this section caused by loss or damage to the property of a provider, authorised by law to provide a telecommunications facility to your premises. Cover is limited to the amounts stated on your schedule. The provider must be located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi.

You're not covered for business interruption caused directly or indirectly by:

- Drought.
- A fault on any part of the telecommunications facility belonging to your premises.
- A telecommunications provider taking intentional and organised action to withhold or reduce the supply of telecommunications, unless the intentional or organised action is as a result of loss or damage to the premises of the telecommunications provider caused by an insured incident.
- Accidental damage, unless you have selected the relevant optional cover.
- Riot, war, political act, terrorism or any such attempted act, or nuclear substances.

**\* Please note: Where business interruption is caused by loss or damage to the property of a public authority caused by mechanical, electrical or electronic breakdown, you will not have cover for the first 24 hours of the business interruption.**

### **Public utilities: Insured events only**

You're covered for business interruption under this section caused by loss or damage from an insured incident to the property of a public authority providing electricity, gas or water for consumption by the public, and which results in the interruption of electricity, gas or water to your premises. Cover is limited to the amounts stated on your schedule. The public authority must be located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi.

### **Public utilities: Other causes**

You're covered for business interruption under this section caused by loss or damage to the property of a public authority providing electricity, gas or water for consumption by the public and which results in the total or partial failure of the supply of electricity, gas or water to your premises. Cover is limited to the amounts stated on your schedule. The public authority must be located in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique or Malawi.

You're not covered for business interruption caused directly or indirectly by:

- Drought.
- Pollution of water.
- A shortage of fuel, gas or water.
- A fault on any part of the installation belonging to your premises.
- A public authority taking intentional and organised action to withhold or reduce the supply of electricity, gas or water, unless the intentional or organised action is as a result of loss or damage to the premises of the public authority caused by an insured incident.
- Accidental damage, unless you have selected the relevant 'optional' cover.
- Riot, war, political act, terrorism or any such attempted act, or nuclear substances.

**\* Please note: Where business interruption is caused by loss or damage to the property of a public authority caused by mechanical, electrical or electronic breakdown, you will not have cover for the first 24 hours of the business interruption.**


## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy or warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Specified customers

You're covered for business interruption caused by loss or damage from an insured incident to the premises of your direct customers, which you have specified on your schedule. Cover is limited to the amounts stated on your schedule, while anywhere in the world.



## Specified suppliers and sub-contractors

You're covered for business interruption caused by loss or damage from an insured incident to the premises of your direct suppliers and sub-contractors, which you have specified on your schedule. Cover is limited to the amounts stated on your schedule, while anywhere in the world.

## Unspecified suppliers and sub-contractors

You're covered for business interruption caused by loss or damage from an insured incident to the premises of your direct suppliers, manufacturers or processors of components, goods or materials. Cover is limited to the amounts stated on your schedule, while anywhere in the world.

\* **Please note: You're not covered for any such incident at any public supply company supplying electricity, gas or water.**



# Accounts receivable



## In a nutshell...

King Price gives you the peace of mind you need to grow your business with confidence and to explore different business opportunities, knowing that you're properly covered against credit risks... Like your clients going insolvent.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.
- You need to maintain electronic back-ups of your accounts information daily.

## By 'accounts receivable' we mean

The total amount due to you by your customers, as set out in your accounting records. This amount must be adjusted to provide for bad debts and any abnormal trade condition/s that could've a material effect on your business, so that the amount you choose to cover and that you may claim for, closely represents the amount which is due to you.

## What's covered by the king

- You're covered for loss or damage under 'accounts receivable', due to loss of, or damage to, your accounting books, or other business books or records, which result in you being unable to trace or determine your outstanding debit balances:
  - At your premises.
  - At the residence of a director, member, partner or employee.
  - At the premises of your accountant.
  - In transit to or from the premises or residence of your director, member, partner, employee or to your accountant.
- You're covered for the reasonable increased collection costs and expenses which you incur as a result of the loss of damage.

- In the event of a claim we'll pay you the outstanding amount due to you by your customers, as at the last day of the month immediately before the loss, adjusted or reduced by:
  - Bad debts.
  - Amounts debited (or invoiced but not debited) and credited (including credit notes and cash not passed through the books at the time of the loss) into clients' accounts, in the period between the last day of the month immediately before the loss and the date of the loss.
  - Any abnormal trade condition/s which have had material effect on your business.
  - Amounts paid to you by customers.
  - Any amount which is determined to be due to you from a client.
  - Plus any reasonable increased collection costs and expenses.
  - Any average which may apply.

The maximum amount we'll pay won't exceed the insured value noted on your policy schedule. You must provide us with any financial records we require in order to process or investigate any claim.

### **What's NOT covered by the king**

You're not covered for loss or damage to your accounting books or other business books or records, due to:

- Wear and tear or gradual deterioration.
- Moths or vermin.
- Detention or confiscation by any lawfully constituted authority.
- Electrical, electronic or magnetic damage, unless you maintain duplicates which are stored at different premises from the originals.
- Fraud or dishonesty by your principal, director, member, partner or employee.

If this exclusion is noted on your policy schedule, you're not covered for any loss or damage under this section, unless your accounting books (including computer digital back-ups and electronic versions of these records), or other business books or records, are kept in a fire-resistant safe, cabinet or strong room outside business hours. This exclusion, when noted on your policy schedule, won't apply when your accounting records are being worked on or are required for immediate reference.

# Theft



## In a nutshell...

Business owners carry the responsibility for making sure that it's business as usual, even after a robbery. The king's theft insurance for businesses covers everything, from the loss of, or damage to, your stock or your clients' goods, to making good any damage to property that you own or for which you're responsible.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## By 'theft cover' we mean

You're covered for the theft of property belonging to you, or for which you're responsible, inside the buildings, or on the premises, at the address noted on your policy schedule.

The theft or attempted theft must (unless otherwise stated on your schedule):

- Be accompanied by forcible and violent entry into or exit from the building or premises owned or occupied by the insured.
- Be accompanied by a threat of violence.

Where you claim for the theft of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds, your claim is limited to the value of materials and costs paid for labour.

## What's covered by the king

You're covered for loss or damage due to:

### Damage to buildings


In addition to the amount stated on your policy schedule, this section also covers:

- Damage to the buildings, including the landlord's fixtures and fittings, at the insured premises, that happens as a result of theft or attempted theft.
- The loss of buildings, and the landlord's fixtures and fittings, at the insured premises as a result of theft or attempted theft that's accompanied by forcible and violent entry into, or exit from, the building, or as a result of theft or attempted theft following violence or the threat of violence.

We'll reimburse to you all reasonable costs and expenses that you incur to make temporary repairs, and take temporary measures that may be reasonably necessary, after loss or damage that gives rise to a claim under this section, limited to the greater of N\$5,000 or the amount stated on your policy schedule, for any 1 event.

### Locks and keys

You're covered for the cost of replacing locks and keys to any insured building, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key.

 **Please note: Each claim will be limited to the amount stated on your policy schedule.**

### Skeleton keys

Subject to satisfactory proof by you that entry into, or exit from, the insured premises has been effected by the use of a skeleton key or other similar device (other than a duplicate key), it will constitute as a forcible and violent entry (or exit) for the purpose of an insured incident.

### Temporary repairs

You're covered for the reasonable costs you incur for temporary repairs, after theft or attempted theft, and for taking the required temporary measures necessary after an insured incident.

## Where the thief is invited onto your premises

You're covered for theft where the theft is committed by a person who's invited or allowed onto your premises before the close of business.

### Optional cover

#### Cover more. Pay a little more

You may choose to add the following option to your basic 'theft' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.

#### Theft without forcible or violent entry/exit

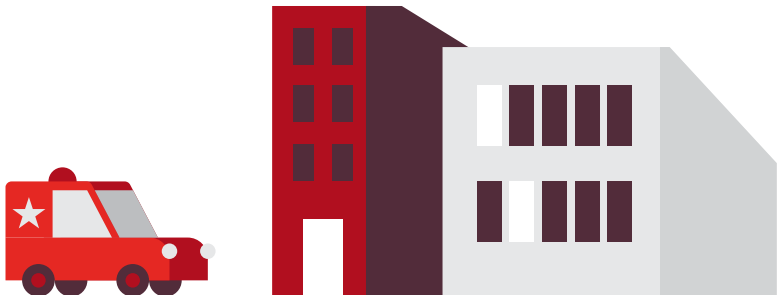
You're covered for theft or attempted theft.

You're not covered for theft or attempted theft by any principal, partner, member, director or employee.

### What's NOT covered by the king

You're not covered for loss or damage under 'theft' cover (including 'optional' cover), due to:

- If the items are more specifically insured elsewhere.
- If it can be covered under the 'Fire' section of this policy, except if an explosion is used in an attempt to gain entry into the building.
- Any cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature, unless stated on your schedule to be covered.
- Any theft or attempted theft by any principal, partner, member, director, employee or member of your household.
- Theft following the use of the keys (including a duplicate key) and the burglar alarm, unless the keys have been obtained by violence or threat of violence.



# Money



## In a nutshell...

King Price covers you and your business in the unfortunate event of financial loss that's due to the loss of, or damage to, any money that's kept on your business premises or at your home.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## By 'money' we mean

Money is your cash, bank and currency notes, cheques, postal orders, current negotiable postage and revenue, credit card vouchers and documents, certificates or other instruments of a negotiable nature. This includes money for which you're responsible.

## What's covered by the king

When the event, which leads to the loss or damage of money, occurs in Namibia, South Africa, Lesotho, Botswana, Swaziland, Zimbabwe, Mozambique and Malawi (except if otherwise stated on your schedule) the maximum amount we will pay will not exceed the sum insured as stated on your schedule.

## Locks and keys

You're covered for the cost of replacing locks and keys to any insured building or safe, following the disappearance of any key to such premises, or if you have good reason to believe that any unauthorised person may be in possession of a duplicate key.

\* **Please note: Each claim will be limited to the insured value that's noted on your policy schedule.**

## Receptacles and clothing

You're covered for the loss of, or damage to:

- Any safe, strong room, strongbox, till, cash register, cash box or other receptacle for money, and any franking machines.
- Clothing and personal effects belonging to you or your principal, partner, director, member or employee, which is lost or damaged as a result of theft, or attempted theft, of money.

**\* Please note: You're not covered for receptacles and clothing that are more specifically insured elsewhere. The maximum amount we'll pay is noted on your policy schedule.**

## Skeleton keys

You're covered for theft where access into the receptacle is gained by the use of a skeleton key or other similar device.

You'll:

- Not have cover if a duplicate key is used to gain access into the receptacle.
- Need to prove, to our satisfaction, that a skeleton key or device was used.

**\* Please note: Your cover is limited to the maximum amount stated on your schedule.**

## The king's special conditions that apply to cheques

Our liability to you for the full payment of a claim for the theft of a cheque is conditional on you complying with the following provisions. If you don't comply with these provisions, your claim will be reduced by an amount equal to 25% of the loss.

### Cheques drawn by you

A cheque must have been drawn and crossed exactly as provided for in the king's recommended example below, and the printed portion (as opposed to the written or typed portion) must have been printed by the bank itself or by a printer licensed to print cheques by the Automatic Clearing Bureau (ACB).

A cheque may only be posted using certified mail or mail with security that's equal, or superior, to certified mail.



## **Cheques drawn by someone else and received by you**

A cheque must immediately be crossed and marked 'not negotiable' and 'not transferable' by you, as soon as you receive it and you're able to identify the drawer of the cheque and the amount from your records.

## **Cheques of which you're the owner, which were drawn by someone else and posted to you, but not received by you**

This applies when a cheque has been drawn and crossed exactly in accordance with the king's recommended example below, and was posted to you by certified mail or any mail where security is equal or superior to certified mail, but was never received by you.

## **Optional cover**

### **Cover more. Pay a little more**

**You may choose to add the following options to your basic 'money' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### **Riot and strike**

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy or warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.

- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

**\* Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Personal accident

You're covered for the intentional or accidental, violent and visible, bodily injury to you (assault), or your principal, partner, director, member or employee, resulting from a theft or attempted theft of money, while the injured person is performing their duties of employment with you.

- Bodily injury includes any injury resulting from starvation, thirst or exposure to the elements where the injured person is a victim of theft or attempted theft.
- Where you, your principal, partner, director, member or employee can't be found as a direct consequence of the theft or attempted theft, we are satisfied that:
  - The missing person has sustained an injury covered by this section.
  - The injury has resulted in the death of the missing person. It will then be assumed for the purposes of the claim that the missing person is deceased, provided that if payment in respect of a claim is made and the missing person is later found alive, the money paid by us will be refunded by you.

We will pay you, the injured person, or their estate, the amount set out in the table below, in the event that the injury to the injured person results in an insured injury to that person within 24 months of the theft or attempted theft.





**Please note:**

- Where an injury is not specified in the table above, we may pay an amount which, at our sole discretion, is consistent with an injury in the table.
- Permanent, total loss of the use of a body part, in the above table, will be regarded as having lost that part.
- The maximum amount we will pay is the amount you have chosen, and which is stated on your policy schedule, plus any amount paid for a claim under items 3 and 4.
- The amount specified under item 3 will only be paid for the duration of the incapacity, and will not be paid for more than 52 weeks. Payments will stop as soon as the injury causing the incapacity has healed as far as is reasonably possible, even though a permanent disability may remain thereafter.
- Any amount paid under item 4 will be reduced by any amounts received under any workmen's compensation legislation.
- Cover will only apply to persons who are between the ages of 16 and 70 years of age at the time of the theft or attempted theft.
- Where a person has made a claim under this section, the person will be required to agree to and undergo a medical examination and any treatment specified by us. We will not be liable for any payment, unless the person has done so to our satisfaction.
- Neither the 'nuclear substances' clause in the 'general exclusions' section, nor the 'dual insurance' clause in the 'general terms and conditions' section of this policy, will apply to this additional cover.
- There will be no cover for death or bodily injury directly or indirectly caused by, or in consequence of, war, invasion, acts of a foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.

## **What's NOT covered by the king**

You're not covered for loss or damage under 'money' cover (including 'optional' cover):

- Arising from the dishonesty of any principal, partner, director, member or employee.

This exclusion will not apply:

- Where the loss has been discovered within 14 working days of the theft, in which case the excess due by you for each claim will be 10% of the amount of the claim, or the amount noted on your schedule.
- Where property is contained in an unlocked safe or strong room where, at the time of the loss, the part of the premises containing the safe or strong room is unattended.

This exclusion will not apply:

- If you can show, to our satisfaction, that the key holder to the safe or strong room at the time of the theft deliberately left it unlocked with the intention of allowing the money to be stolen.
- Where there has been a theft of less than the value of N\$3,000, in which case the excess will not apply to your claim.
- Where property is not contained in a locked safe or strong room where, at the time of the loss, the part of the premises containing the money is unattended.

This exclusion will not apply:

- If you can show, to our satisfaction, that the person responsible for the money deliberately left it outside the safe or strong room with the intention of allowing it to be stolen.
- Where there has been a theft of less than the value of N\$3,000, in which case the excess will not apply to your claim.
- In any car being used by you.

This exclusion will not apply:

- If you can show, to our satisfaction, that your principal, partner, director, member or employee, at the time of the loss, was:
  - Actually in the car.
  - Within 5 metres of it, and in a position from which the car was clearly visible.
  - Rendered incapacitated by an accident involving the car.
  - Where there has been a theft of less than the value of N\$3,000, in which case the excess will not apply to your claim.
- Arising from the use of keys to any safe or strong room.

This exclusion will not apply:

- Where the keys were obtained by violence or threats of violence.
- Where the keys were used by the key holder (or a person colluding with him) and you can show, to our satisfaction, that the key holder (or a person colluding with him) used the key to open the safe or strong room.
- Where there has been a theft of less than the value of N\$3,000, in which case the excess will not apply to your claim.
- Arising from a shortage due to an error or omission.
- Arising from an event for which you can claim under the king's 'fidelity' cover of this policy, or any other fidelity insurance policy, whether you submit a claim or not.

# Glass



## In a nutshell...

While broken glass may not seem like an expensive commodity to replace, speciality glass can be costly. If the glass on your business premises breaks, we can't promise you won't have 7 years of bad luck (sorry) but we'll turn your frown upside down by making sure it's replaced ASAP.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## By 'glass' cover we mean

You're covered for the loss or damage to your internal and external glass (including reflective glass or mirrors), signwriting and treatment thereon, at the insured premises noted on your policy schedule, or for which you're responsible.

By glass we refer to window glass (including mirrors), which is plain plate or float glass not exceeding 6mm in thickness, whether coated with a film or not, or 6.5mm laminated safety glass. If the glass you intend covering under this section is glass other than the glass described here, you need to let us know.

## What's covered by the king

You're covered for loss or damage under 'glass' cover, due to:

- The reasonable cost of the necessary boarding up.
- Damage to shop fronts, frames, window displays (including fixtures and fittings), burglar alarm strips, wires and vibrators.
- The cost of the removal and reinstallation of fixtures and fittings necessary for the replacement of the glass.

- The cost of a security guard before the replacement of the glass, boarding up or the repair of the burglar alarm system. We're not liable for this if this cost is covered by any other insurance policy.



**Please note: The maximum amount we'll pay in respect of the glass and other costs is noted on your policy schedule.**

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'Glass' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Special replacement

Following an incident that you can claim for, if you're obliged, in terms of the National Building Regulations or similar legislation, to replace the damaged glass with glass of a superior quality, then we'll cover the increased cost of the replacement, including frames. The maximum amount we'll pay is noted on your policy schedule.

### Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy or warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.

- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

\* **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## What's NOT covered by the king

You're not covered for loss or damage under 'glass' cover (including 'optional' cover), due to:

- Loss or damage which is insured by any fire insurance policy. This exception will not apply where you're responsible for the glass as a tenant.
- Glass forming part of 'stock in trade'.
- Damage which existed before your cover under this section had started.
- Defacement or damage, other than fracture, through the entire thickness of the glass or any laminate thereof.





# Fidelity



## In a nutshell...

You place your trust in your employees every day... After all, they're your biggest asset. But, 1 bad apple can spoil the whole barrel. In this case, you can count on the king. King Price fidelity insurance covers you for dishonest and unlawful actions by employees that could harm your business' finances or reputation.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

**You may select to be covered in the following ways:**

**A. Blanket basis**

**B. Named employee/specified position basis**

### **By 'blanket basis' we mean**

You're covered for losses involving any employee or number of employees acting together. The maximum amount we'll pay is noted on your policy schedule.

### **By 'named employee/specified position basis' we mean**

You're covered for losses involving the person specified and named, or occupying the specified position, as noted on your policy schedule. The maximum amount we'll pay is the amount you've chosen for that person or position, and which is noted on your policy schedule.

## What's covered by the king

You're covered for financial loss under 'fidelity' cover, due to fraud or dishonesty of an insured employee, by the theft of money or other property belonging to you, or for which you're responsible, which occurs during your period of cover, which results in a dishonest personal financial gain for that employee.

### By an 'employee' we mean

For the purposes of cover under this section, an employee is any person who is:

- Employed by you under a contract of service or apprenticeship.
- Hired by you, or seconded into your service, and whom you have the right, at all times, to control and direct in the performance of their work in the course of your business.

## What we will pay

Where a principal, partner, director or member has been directly involved in a loss, we will only be liable to the extent of the participation or shareholding of any partners, principals, directors or members who were not involved in the loss. This applies to partnerships, proprietary companies and close corporations.

## Recovery of losses

Where you have suffered a loss for which you can claim, and the amount of the loss is more than the amount for which you're insured, you will be entitled to amounts which may be recovered. The amount recovered will be apportioned:

- First, to you in the amount of your loss, which exceeded the sum insured, less the costs incurred by us (or plus the costs incurred by you) in recovering the amount, and less the excess you paid.
- Secondly, if there is any balance due to us in the amount we paid you in respect of the claim, plus any costs incurred by us in recovering the amount.
- Thirdly, if there's any balance to you in respect of the excess you paid.

This doesn't include recovery of losses from any suretyship, insurance, reinsurance, security or indemnity taken or effected by us.

## Controls, checks and balances

You must at least put in place and maintain the systems of control, accounting and clerical procedures, and methods of conducting your business, which you presented to us when applying for cover, and on which cover was granted.

You may change the remuneration and conditions of service of any employee and change duties or position of an employee named on your schedule. We need to be informed of these changes as they occur.

Remember, incorrect details = incorrect cover.

## Your accounting records

You need to provide us with any financial records that we require, in order to process or investigate a claim.

## Previous employees

Any person who ceases to be an employee will be considered as being an employee for a period of 30 days after he/she ceased to be an employee at your company.

## Increasing the sum insured

If you increase the sum insured at any time, the increased amount will only apply to insured incidents committed after the date you increased the sum insured.

## Other insurances


It's a condition that no other insurance that covers the same risks as this section is in force, other than:

- A money policy.
- A policy declared to the company at inception or renewal, or at the time a claim is submitted.
- A fidelity pension fund policy that isn't in excess of this section.
- This policy.

## Compulsory first amount payable

The amount payable under this section in respect of a defined event, involving an employee or any number of employees acting in collusion, will be reduced by:

- 2% Of the aggregate of the sum insured under this section, or N\$60,000, whichever is the lesser.
- A further amount of 10% of the net amount, payable after deduction of the amount specified above.

 **Please note: Both amounts will be paid in full by the insured as a first amount payable in the event of a claim.**

## Optional cover

### Cover more. Pay a little more

You may choose to add the following options to your basic 'fidelity' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.

#### Computer losses

You're covered for any loss which is the result of the dishonest:

- Manipulation of,
- Input into,
- Suppression of input into,
- Destruction of, or
- Alteration of any computer program, system, data or software by an insured employee, who is employed in your electronic data processing department or area.

#### Costs of recovery

You're covered for the costs of recovery of the loss from the guilty person or persons where you have suffered a loss for which you can claim, and the amount of the loss is more than the amount for which you're insured. Your cover is limited to the amount stated on your policy schedule.

#### Retroactive cover... No previous insurance in force

You're covered for an incident, for which you can claim under this section and which occurred up to 12 months before cover under this section started.

You're not covered for:

- Any incident which occurred more than 24 months prior to the discovery of the loss.
- Any loss which is discovered more than 12 months prior to:
  - The cancellation of this section.
  - The cancellation of cover in respect of a specified employee or position.
  - The termination of the employment of the employee, or the last of a group of employees, involved in a loss, whichever occurs first.

#### Retroactive cover... Previous insurance in force

You're covered for an incident for which you can claim under this section, which occurred during the period of insurance of a previous policy and which is specified on your policy schedule. Cover is provided for losses which would have been payable, but for which you could not claim under the previous policy, because the period allowed for the discovery of the loss in terms of that previous policy had expired.

The maximum amount we will pay, where the incident occurred during the period of insurance of:

- The previous policy, is limited to the amount on your policy schedule for this section, or the sum insured on your previous policy, whichever is lesser.
- The previous policy and this section, is limited to the amount on your policy schedule for this section.

You're not covered for:

- Any incident which occurred prior to the number of years stated on your policy schedule, before the start of cover of this section.
- Any incident which occurred more than 24 months prior to the discovery of the loss.
- Any loss which is discovered more than 12 months prior to:
  - The cancellation of this section.
  - The cancellation of cover in respect of a specified employee or position.
  - The termination of the employment of the employee, or the last of a group of employees involved in a loss, whichever occurs first.

## **Retroactive cover... Previous insurance, extended period**

Where you have selected the cover, you have the same cover as provided for in 'retroactive' cover (previous insurance in force), but the 24-month period referred to will be extended to 36 months.

## **What's NOT covered by the king**

You're not covered for a financial loss under 'fidelity' cover (including 'optional' cover), due to:

- Any event, which occurred more than 24 months prior to the discovery of the loss.
- Any loss which is discovered more than 12 months prior to:
  - The cancellation of this section.
  - The cancellation of cover in respect of a specified employee or position.
  - The termination of the employment of the employee, or the last of a group of employees involved in a loss, whichever occurs first.
- The dishonest personal financial gain by an employee in the form of salary, salary increases, fees, commissions, bonuses, promotions or other income.
- Consequential losses of any kind, following a loss covered under this section.
- Loss caused or contributed to by:
  - Your business partner, to the extent that the partner will benefit by payment under this policy.
  - Your principal, director or member, unless that director or member is also your employee.
  - An employee, from the time that you become aware that the employee has committed any theft, fraud or dishonesty.
- Any company or other legal entity acquired during your period of cover.

- Any loss, if the loss is the result of the dishonest:
  - Manipulation of,
  - Input into,
  - Suppression of input into,
  - Destruction of, or
  - Alteration of any computer program, system, data or software by your insured employee, who is employed in your electronic data processing department or area.



# Goods in transit



## In a nutshell...

When a pothole hits your delivery van that's full of precious cargo, you need comprehensive cover with a no-holes policy. We know that transport damage and theft happen all-too-often, whether the goods are in your own car, or being transported in your business fleet or by professional carriers. With the king's cover, this damage won't slow your business down.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you can cover your goods in transit in the following ways:**

#### All risks

You're covered for loss of, or damage to, goods in transit belonging to you or for which you're responsible, caused by an accident or any incident (including fire extinguishing charges) not excluded under this section.

#### Fire, explosion, collision, derailment and overturning only

You're covered for loss of, or damage to, goods in transit belonging to you or for which you're responsible, caused by fire, explosion, collision, derailment and overturning.

## **Fire, explosion, collision, derailment, overturning, theft and hi-jack only**

You're covered for loss of, or damage to, goods in transit belonging to you or for which you're responsible, caused by fire, explosion, collision, derailment, overturning, theft and hi-jack.

### **What's covered by the king**

You're covered for loss of, or damage to, goods in transit belonging to you or for which you're responsible, caused by an accident or any incident (including fire extinguishing charges) not excluded under this section.

#### **By 'goods in transit' we mean**

You'll also be covered when your goods are being transported temporarily, by a means of transport other than the means you specified where:

- The means you specified has broken down during transit.
- The means you specified is undergoing repairs or servicing.
- For any reason beyond your control, the goods are at risk of loss or damage.

#### **By 'means of conveyance' we mean**

Goods transported by road, rail or air.



#### **Please note:**

- **You may only claim for the goods which you have specified and which are noted on your policy schedule.**
- **The maximum amount we will pay for any claim is the amount noted on your policy schedule.**
- **Transit begins with the moving (including carrying and loading) of the goods at the consignor's premises, continues during the transportation of the goods and ends when the goods are offloaded and delivered to the consignee's premises or the premises nominated by them.**
- **The duration of the transportation includes cover while the goods are stored temporarily, for a maximum period of 96 hours in total, during the journey.**
- **Transit includes the return of goods refused by the consignee, to premises of the consignor.**
- **You're only covered for an incident giving rise to a claim for goods which are inside the borders of Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.**



## Optional cover

### Cover more. Pay a little more

You may choose to add the following options to your basic 'goods in transit' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.

#### Debris removal

You're covered for the reasonable and necessary costs of the clearing up and the removal of debris following damage to the means of transport or the goods on it. Your cover is limited to the amount stated on your policy schedule.

#### Fire extinguishing charges

Reasonable costs relating to the extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs and that the insured property was in danger from the fire. Your cover is limited to the amount stated on your policy schedule.

#### Riot and strike


You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.

- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## What's NOT covered by the king

You're not covered for loss or damage under 'goods in transit' cover (including 'optional' cover):

- Due to wear and tear or gradual deterioration (including the gradual action of light, climatic or atmospheric conditions), unless following an accident or incident for which you can claim.
- Due to mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured goods, unless following an accident or incident for which you can claim.
- Due to goods which are not properly secured with ropes and covered with canvas, whilst in transit.
- Due to loss of any kind, delay, loss of market, depreciation or changes brought about by natural causes, unless following an accident or misfortune which is not excluded.
- Due to an accident where the insured vehicle is involved in an accident and it does not meet the roadworthy requirements as noted by road traffic legislation.
- Due to an accident where the insured vehicle is towing passengers in a vehicle or carrying a load of goods or cars exceeding the capacity for which it was constructed or licensed to carry unless otherwise noted on your schedule.
- Incurred whilst any vehicle is driven by you or any other person (with your consent and to your knowledge) who is under the influence of drugs or alcohol, is not licensed to drive such vehicle, has an endorsed licence for drunken or reckless and negligent driving or unlawfully leaves the scene of an accident.
- Incurred while the vehicle is under control by a person who does not hold a current valid Professional Driving Permit to drive such a car/truck as required in terms of the National Road Traffic Act, if applicable.
- Due to loss or, damage to, cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.

- Due to loss or damage resulting from or caused by:
  - Theft from any unattended vehicle in your custody or control, in the custody or control of your principal, partner, member, director or employee unless the goods are 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 the locked vehicle or building is accompanied by forcible and violent entry to or exit from it.
  - Inherent vice or defect, vermin, insects, damp, mildew or rust.
  - Your dishonesty or that of your principal, partner, member, director or employee, whether acting alone or in collusion with others.
  - Detention, confiscation or requisition by customs or other officials or authorities.
  - Or arising whilst in transit by sea or inland waterway transit incidental thereto.
  - Breakdown of refrigeration equipment.



# Business all risks



## In a nutshell...

King Price business all risk insurance will cover you for the loss of, or damage to, insured items anywhere in the world... Just as long as they're noted on your policy schedule.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## By 'business all risks' we mean

You're covered for loss of, or damage to, the property described on your policy schedule, while anywhere in the world, by any accident or incident not otherwise excluded. Your cover is limited to the amount on your policy schedule.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'business all risks' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Increase in cost of working

The additional costs you necessarily and reasonably incur for the sole purpose of maintaining the normal operation of the business and which aren't covered by this section.

## Non-forced and violent entry

You're covered for loss of, or damage to, goods in the cab or boot of a vehicle where you state that the vehicle was locked, but there is no evidence of forcible and violent entry or exit from the vehicle, provided that:

- You can provide us with the police case number.
- This cover will only apply to property that is separately and individually specified on your schedule.
- There's an additional excess equal to 30% of the claimed amount, or N\$10,000 whichever is the lesser, in respect of any 1 incident.

 **Please note: This 'Optional' cover doesn't provide for items stolen from a vehicle which are contained in a compartment of the vehicle and visible to passers-by.**

## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.

- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

\* **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## What's NOT covered by the king

You're not covered for loss of, or damage to, the property under 'business all risks' cover (excluding 'optional' cover) resulting from or caused by:

- Theft of the property from any unattended vehicle in your custody or control, or your principal, partner, director, member or employee, 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 the locked vehicle or building is accompanied by forcible and violent entry or exit.
- It's undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration.
- Inherent vice or defect, vermin, insects, damp, mildew or rust.
- The dishonesty of your principal, partner, director, member or employee.
- Detention, confiscation or requisition by customs or other officials or authorities.
- Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions), unless following an accident or incident not otherwise excluded.
- Mechanical, electronic or electrical breakdown, failure, breakage or derangement, unless caused by an accident or incident not otherwise excluded.
- Cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
- Goods consigned under a bill of lading.



# Accidental damage



## In a nutshell...

Running a business is a risky business and, sadly, accidents are part of everyday life. Which is why your business needs King Price business insurance's accidental damage cover to protect it from unexpected mishaps.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## By 'accidental damage' we mean

You can cover any tangible property at your premises that belongs to you or for which you're responsible, against accidental, physical loss or damage.

## What's covered by the king

You're covered for the accidental, physical loss of, or damage to, the insured property at your premises noted on your policy schedule, arising from 1 original cause. The maximum amount we'll pay for a claim is note on your policy schedule, and will be based on reinstatement and replacement value.

Any additional costs if you've submitted a claim for loss or damage to the insured buildings, plant and machinery, you're covered for:

- Fees for the examination of municipal or other plans.
- Costs incurred in the necessary demolition, removal of debris (including undamaged contents) and the erection and maintenance of hoardings during demolition and rebuilding.
- The professional fees of architects, quantity surveyors and other consultants.
- Fire brigade charges.

- Any costs incurred due to the necessity to comply with building or other regulations of any public authority.

## Contribution

You may not claim under this section to contribute to any claim for an incident for which the property is more specifically insured.

## Sets and pairs

If you've claimed for the loss of, or damage to, an item insured under this section which forms part of a set, pair or collection, we're not liable for more than the individual value of the damaged or lost item. Any special value which may attach to the fact that the item is part of a pair, set or collection won't be taken into account.

## Documents and records

Where you claim for the theft of documents, manuscripts, business books, computer system records and media, plans, designs, patterns, models and moulds your claim is limited to the value of materials and costs paid for labour.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'accidental damage' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Leakage

You're covered for the accidental physical loss of, or damage to, the insured property caused by the discharge or leakage from tanks, sprinklers, drenching systems or fire extinguishing equipment, pipes or appearance of chemicals, oils, liquids, fluids, gases or fumes (including the loss of these chemicals, oils, liquids, fluids, gases or fumes).

You're not covered:

- Where the cause of the discharge, leakage or appearance is due to, or contributed to by, wear and tear.
- Where you have not maintained equipment regularly, and according to recommended, or expert's specifications or any other gradually operating cause.



## Property you don't want to cover

The property listed on your schedule is specifically excluded from cover under this section and will not be taken into account when determining the sum insured and applying average.

## What's NOT covered by the king

You're not covered for loss of, or damage to, the insured property under 'accidental damage', due to:

- Any insured incident which is excluded.
- Detention, confiscation or requisition by customs or other officials or authorities.
- Unexplained disappearance, loss or shortage only revealed during or after an inventory of errors or omissions in receipts, payments or accounting, or misfiling or misplacing of information.
- Normal settlement, heave, weakening or removal of the ground supporting a building.
- Cracking of any structure.
- The failure of, deliberate withholding or lack of supply of water, steam, gas, electricity, fuel or refrigerant.
- Collapse of plant and machinery, buildings and structures (other than shelving or storage platforms).
- The loss or damage:
  - To chemicals, oils, liquids, fluids, gases or fumes, due to leakage or discharge from its container, unless otherwise agreed and stated on your policy schedule.
  - Resulting from leakage or discharge of chemicals, oils, fluids, gases or fumes.
- Any fraudulent scheme, trick, device or false pretense of which you (or any person having custody of the insured property) are the victim.
- Fraud or the dishonesty by your principal, employee or agent.
- Overheating, implosion, cracking, fracturing, weld failure, nipple leakage or other failure. This exclusion applies only to vessels, pipes, tubes or similar apparatus.
- Breakdown, electrical, electronic and/or mechanical derangement.
- Altering, bleaching, cleaning, dyeing, manufacture, repair, restoring, servicing, renovating, testing or any other work done to or on it.
- Fault or defect in its design, formula, specification, drawing, plan, materials, workmanship or professional advice, normal maintenance, gradual deterioration, depreciation, corrosion or rust
- Oxidation or other chemical action or reaction, frost, change in temperature, expansion or humidity, fermentation or germination, dampness, dryness, wet or rot, shrinkage, evaporation, loss of weight, contamination, pollution, change in colour, flavour, texture or finish or its own wear and tear.
- Denting, chipping, scratching or cracking not affecting the operation of the item.
- Termites, moths, insects, vermin, inherent vice, fumes, flaws, latent defect, fluctuations in atmospheric or climatic conditions or the action of light.

- Property which is more specifically insured elsewhere, or property for which cover is available (whether you have the cover or not) in terms of any section (other than the king's 'business all risks' cover) of this policy.
- Property which is more specifically insured elsewhere, or property for which cover is available (whether you have the cover or not) in terms of any section (other than the king's 'business all risks' cover) of this policy. Coins (including Kruger Rands and similar coins), bank and currency notes, traveller's and other cheques, money and postal orders, postage and revenue stamps, credit card vouchers and other certificates, documents or negotiable instruments.
- Furs, jewellery, bullion, precious and semi-precious metals and stones, curiosities, rare books and works of art.
- Property in transit by air, inland waterway or sea.
- Railway locomotives, rolling stock and other railway property, aircraft, watercraft, mechanically or electronically propelled cars, motorcycles, mobile plant, caravans and trailers.
- Standing or felled trees, crops, animals, land (including topsoil, backfill, drainage and culverts), driveways, pavements, roads, runways, dams, reservoirs, canals, pipelines (external to the premises), tunnels, cables (external to the premises), cableways, bridges, docks, jetties, wharves, piers, excavations, any property below the ground and explosives.
- Electronic data processing equipment and external data media (punch cards, tape discs and the like) and the information they contain.
- Property in the course of construction, erection or dismantling, including materials or supplies related thereto.
- Property in the possession of your clients under lease, rental, credit or suspensive sale agreements.
- Glass, china, earthenware, marble and other fragile or brittle objects, unless otherwise agreed and stated on your policy schedule.

We will not cover costs or expenses in respect of:

- Removing debris, except from the site of the destroyed or damaged property and the area immediately adjacent to the site.
- Incidents arising from pollution or contamination of property not insured by this policy/section.
- Anything for which notice had been served on you prior to the event, which caused the loss or damage.
- Any costs where the building can't be built or repaired where they stood prior to the event.
- Anything connected with undamaged property or undamaged portions of property.
- Rates, taxes, duties, development and other charges payable under the said regulations, due to capital appreciation of the insured property.

# Public & employer's liability



## In a nutshell...

Businesses face many threats, every day. But, the king understands that protecting your royal family is your top priority, and that's why we'll cover you for any legal liability following injury to an employee that happens in the course of, or in connection with, their service to you.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.
- Work away cover is automatically included, unless specifically excluded.

## Choice of cover

### Your choice, our pleasure

**Under this section you can select to be covered under 1 of the following:**

- A. Public liability (claims made)**
- B. Public liability (claims incurred)**

### By an 'employee' we mean

For the purpose of cover under this section, an employee is any person who is:

- Employed by you, under a contract of service or apprenticeship.
- Hired by you or seconded into your service, and whom you have the right, at all times, to control and direct in the performance of their work in the course of your business.

**By ‘product’ we mean**

A product is any tangible property (inclusive of containers and labels) after it has left your custody or control and which has been designed, specified, formulated, manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired, inclusive of any gratuitous or technical advice given by you in the promotion of the product. A product excludes food and drink provided by you to your staff as an employee benefit.

**By ‘pollution’ we mean**

Pollution means the emission, discharge, release, dispersal, disposal, seepage or escape of any liquid, solid, gaseous or thermal irritant or contaminant, inclusive of the generation of smell, noises, vibrations, light, electricity, radiation, changes in temperature or any other sensory effects upon land, water or the atmosphere.

**By ‘takeover or merger’ we mean**

A takeover or merger is any transaction whereby another company acquires control over your assets or management, or by which your assets become vested in or under the control of another company. This includes a transfer of whole or any part of a business, trade or undertaking that is transferred as a going concern.

**By ‘the insured’ we mean**

Any person or persons, company, or other entity named as an insured on your schedule, acting as a director, member, partner or principal of the business; including:

- Their predecessors in that specific business as director, member, partner or principal.
- Any person who becomes a director, member, partner, employee or principal during the period of insurance, but limited to the extent that liability only attaches to the insured.

**A. Public liability (claims made)**

You’re covered for damages for which you become legally liable to pay, arising from the accidental death of, or bodily injury to, illness or accidental loss or damage to other people or their tangible property, which occurred in the course of or in connection with your business.

The liability must arise on or after the retroactive date shown on your schedule, and must result in a claim first being made against you in writing, during the period of insurance.

The amount we will pay in respect of a claim, including legal costs incurred and for which you may be liable and including related expenses incurred in litigation, is limited to the amount stated on your policy schedule.

You must:

- Report any event which may give rise to a claim in the future to us as soon as reasonably possible.
- Provide us with all details of the event in writing when we require you to do so.
- Provide us with all the information, documentation or proof, as we require and within the time limits we set.

In the event of the cancellation or non-renewal of this section:

- Any claim resulting from an insured event which is reported to us, first made in writing against you during the 48 months immediately following the cancellation or non-renewal, will be treated as having been made against you, the insured, on the same day that you reported the event. If the claimant is a minor, the period of 48 months will be extended until the expiry of 12 months after the attainment of majority by the claimant.
- You may report an insured event which may lead to a claim, and which you've not previously reported to us, for up to 15 days after the cancellation or non-renewal, provided that:
  - The event occurred during the period of insurance.
  - Any subsequent claim, first made in writing against you as a result of the event, will be treated as if it had first been made on the last day preceding the cancellation or non-renewal, and is subject to the 48-month period specified above.

## **B. Public liability (claims incurred)**

You're covered for damages for which you become legally liable to pay, arising from the accidental death of, or bodily injury to, illness or accidental loss or damage to other people or their tangible property, which occurred in the course of or in connection with your business.

The liability must arise during the period of insurance with us and must result in a claim first being made against you, in writing, during the period of insurance.

The amount we will pay in respect of a claim, including legal costs incurred and for which you may be liable, and including related expenses incurred in litigation, is limited to the amount stated on your policy schedule.

You must:

- Report any event which may give rise to a claim in the future to us as soon as reasonably possible.
- Provide us with all details of the event in writing when we require you to do so.
- Provide us with all the information, documentation or proof, as we require and within the time limits we set.

## **General items: A. Public liability (claims made) and B. Public liability (claims incurred)**

### **Acquisition and new business**

The cover granted by this section extends to any company formed or acquired by you during the period of insurance, for a period of 90 days from the formation or acquisition, provided that:

- The retroactive date in respect of the new company will be deemed to be the date when a newly formed or acquired company first purchased liability insurance of the type hereby insured on a 'claims made' basis, subject to a declaration from the newly acquired company's previous management of no known or reported claims or circumstances likely to give rise to a claim at the date of acquisition. In the absence of such a declaration, the retroactive date will be the date of the acquisition.
- Your business activities remain unchanged.
- The annual turnover of all newly formed or acquired companies doesn't exceed 5% of your estimated annual turnover, as advised by you at the inception of this policy.
- You advised us of the formations or acquisitions before the expiry of 90 days thereof, and we may amend the terms of this section of the policy accordingly.

### **Additional insured**

We will also, as though a separate policy had been issued to each, indemnify:

- In the event of your death or any personal representative of yours in respect of liability incurred by you.
- Your partner or director or employee (if requested by you) against any claim, for which you're entitled to under this insurance.
- To the extent required by the conditions of any contract and in connection with any liability arising from the performance of the contract, any employer named in any contract entered into by you for the purposes of the business.
- In respect of the activities of any social or sports club, welfare organisation, first aid, fire or ambulance service, canteen or the like, belonging to you or formed by you for the benefit of your employees:
  - Any officer or member thereof.
  - Any visiting sports team or member thereof, provided that:
    - Our aggregate liability is not increased beyond the limits of indemnity stated on your schedule.
    - Any person or organisation to which this extension applies is not entitled to indemnity under any other policy.



**Please note: The cover above only applies in respect of liability for which you would have been entitled to indemnity, if the claim had been made against you. For the purposes of this cover, we waive all rights of subrogation or action, which we may have or acquire against any of the above, and each party to whom the cover hereunder applies, will observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.**

## **Car parks**

Irrespective of the exclusion regarding damage to property belonging to your employee or in your or their custody or control, we will cover you in respect of liability as provided for, arising from loss of, or damage to, vehicles and their contents and accessories, the property of your tenants, customers, visitors or employees using parking facilities provided by you.

## **Cross liabilities**

Where more than 1 insured is named on your policy schedule, we will indemnify each of them separately and not jointly. If a claim for liability, which is covered under this section, arises between them, each insured will be treated as if a separate policy had been issued to each of them, provided that our aggregate liability doesn't exceed the maximum amount stated on your policy schedule.

## **Where you're covered**

You're covered anywhere in the world, but there is no cover where the liability that arises is in connection with:

- Any business carried on by you at or from your premises.
- Any contract for the performance of work outside Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi.

## **Emergency medical expenses**

We will cover you for all reasonable expenses incurred by you for immediate medical treatment necessary at the time of an accident, causing injury to any person who may be the subject of a claim for indemnity by you in terms of this section.

## **Employees' and visitors' property**

The exclusion regarding damage to property belonging to you, will not apply to property belonging to you, your director, employee or any visitor to your premises.

## Extended reporting

You may extend the period during which you're required to report an incident which may lead to a claim, for a period to be agreed, but not longer than 36 months, provided that:

- You pay an additional premium.
- This option may only be selected by you in the event that we cancel or refuse to renew this section.
- This option must be exercised by you in writing within 30 days of cancellation or non-renewal.
- Once exercised, the option can't be cancelled either by you or by us.
- You haven't obtained insurance equal in scope and cover to this section as expiring.
- We will only be liable for an insured incident which occurred after the retroactive date, but prior to the date of cancellation or non-renewal.
- Claims first made against you, or any reported incident by you during the extended reporting period, will be treated as if they were first made or reported on the last day preceding the cancellation or non-renewal.
- The total amount payable by us for claims made or incidents reported during an extended reporting period, will not have the effect of increasing the limit of indemnity applicable as on the last day preceding the cancellation or non-renewal.
- Any claim made, following a reported incident during the extended reporting period, which is first made against you in writing more than 48 months after the last day preceding cancellation or non-renewal, will not be subject to indemnification by this extension. If the claimant is a minor, the period of 48 months is extended until the expiry of 12 months after the attainment of majority by the claimant.

## First claim date

Any series of claims made against you by 1 or more claimants during the period of insurance arising from 1 or more incidents with 1 original cause, will be treated as if they all had first been made against you:

- On the date that the incident was reported by you in terms of this policy.
- Or if you were not aware of any incident which could have given rise to a claim, on the date that the first claim of the series was first made in writing against you.

## Gratuitous advice

Irrespective of the exclusion regarding liability arising for injury or damage (caused by, through, or in connection with, any advice or treatment of a professional nature) we will cover you in terms of this section for incidents caused by your unintentional failure to perform the legal duty to exercise due care owed to another person or party in providing technical information or advice to such person or party, provided that this section doesn't cover liability arising out of:

- Your insolvency.
- Financial services and/or cost estimates provided by you or on your behalf.



- Defamation.
- Design, formula, supervision, treatment or advice given by you or on your behalf, in exchange for a fee or benefit of some kind.
- Technical information or advice given in connection with a product, unless the cover for products liability is included on your schedule.



**Please note: If at the time of any incident giving rise to a claim under this extension, indemnity is also provided under any other insurance, this extension will not be drawn into contribution with such other insurance, except in respect of any amount for which you're liable over and above the cover provided by such other insurance, subject at all times to the limit of indemnity.**

## Manifestation of damage or injury

Where the facts don't speak for themselves and we both can't mutually agree when the injury or damage occurred, then for the purpose of determining the indemnity granted:

- Injury will be deemed to have occurred when the claimant first consulted a qualified medical practitioner in respect of such injury, whether or not it was correctly diagnosed at the time. If no such consultation took place, then the injury will be deemed to have occurred when the insured was first advised of the injury.
- Damage will be deemed to have occurred when it first became evident to the claimant, even if the cause was unknown.

## Tenants' liability

The exclusions regarding:

- The ownership, possession or use by you or on your behalf, of any mechanically propelled vehicles.
- Damage to property belonging to you will not apply to premises occupied by you as tenant (but not as the owner) thereof.

## Tools of trade

The exclusion regarding the ownership, possession or use by you (or on your behalf) of any mechanically propelled vehicles, will not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto, provided that we will not cover you in respect of any liability that falls within any form of motor insurance or compulsory third-party insurance legislation, notwithstanding that no such insurance is in force or has been effected; nor will we be liable where any other form of motor insurance has been taken out by you covering the same.

## Unattached trailers

The exclusion regarding the ownership, possession or use by you (or on your behalf) of any mechanically propelled vehicles will, as far as it relates to trailers, not apply in respect of any trailer that was attached to any mechanically propelled vehicle that became unintentionally detached from that vehicle, provided that we will not be liable hereunder in respect of any liability:

- Which is insured by or would, but for the existence of this section, be insured by any other policy or policies effected by us.
- That falls within any compulsory third-party insurance legislation, on condition that no such insurance is in force or has been effected.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic ‘public liability’ cover. If so, it will only be covered if it’s separately noted on your policy schedule and an additional premium is paid.**

### Employer’s liability

You’re covered for damages which you become legally liable to pay as a result of the death of, bodily injury to or illness of any person employed under a contract of service or apprenticeship with you.

The incident must occur:

- In the course of and in connection with the person’s employment with you.
- Within Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique.
- On or after the retroactive date shown on your policy schedule, and which results in a claim first being made against you in writing, during your period of cover.



**Please note: Your cover is limited, inclusive of legal costs and associated expenses, to the amount on your policy schedule.**

You’re not covered for:

- Liability assumed by you by agreement, unless you would have been liable to the same extent had the agreement not been entered into.
- Liability for disease or impairment attributable to a gradually operating cause which doesn’t arise from a sudden and identifiable accident or incident.
- Fines, penalties or punitive damages.

- Damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho and Swaziland.
- Expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in the areas described above.
- Any claim arising from an incident known to you and not disclosed to us, and which is not reported to us prior to inception of this section.
- Any claim (in the event of cancellation or non-renewal of this section) not first made in writing against you within the 48-month period (or extended period in respect of minors).
- Death, injury, illness or liability 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.

## **EU liability**

Subject to the terms, conditions and exclusions of the 'public liability' section, the following changes are made to this section of the policy in respect of 'injury' or 'damage' (as covered by the 'products liability optional' cover), which results from goods or products exported to any European Union (EU) country or any European Free Trade Association (EFTA) country:

- The following general exclusion will not apply to damages or costs and expenses of litigation recovered by any claimant in respect of judgments delivered in the first instance in courts of the EU or EFTA:
  - Damages in respect of judgments delivered or obtained in the first instance, otherwise than by a court of competent jurisdiction within South Africa, Namibia, Botswana, Lesotho, Mozambique, Swaziland and Malawi, including any costs and expenses of litigation recovered by any claimant from you which are not incurred in and recoverable in these areas.
- In respect of these goods or products (other than raw materials), you must:
  - Implement and maintain a system in terms of which these goods or products can be clearly identified by batch number, serial number, date stamp or other similar manner.
  - Note and maintain a record of the date on which the actual goods or products were first put into circulation. This record must be maintained, so as to provide the required detail for a minimum period of 10 years after the goods or products were first put into circulation.
- The information mentioned above, together with all supporting documentation, must be made available to us or an agent appointed by us, at any time on request.
- You will be responsible for the excess as shown on your schedule for this 'optional' cover.

## Legal defence costs

We will cover your employee, partner or director against costs and expenses not exceeding the amount noted your schedule, incurred by such person, with our consent in the defence of any criminal action brought against them in the course of his occupation with you, arising from an alleged contravention of the statutes as herein defined during the period of insurance, provided that:

- In the case of an appeal, we will not cover him, unless a senior counsel approved by us, has advised that the appeal should in his or her opinion succeed.
- We will not cover such person in respect of any fine or penalty imposed by any magistrate or judge, or any loss as a consequence.
- Such person will, as though he were the insured, observe, fulfil and be subject to the terms, exceptions and conditions of this policy and this section thereof, in so far as they can apply.

## Products liability

You're covered for the insured incident happening anywhere in the territories stated on your schedule, elsewhere than at the premises occupied by you, and caused by any product sold or supplied (including wrongful delivery and delivery of incorrect goods) by you in connection with the nature of business. The amount we will pay, inclusive of any legal costs recoverable from you by a claimant or any number of claimants, and all other costs and expenses incurred with our consent for any 1 incident or series of events with 1 original cause or source, or during any 1 (annual) period of insurance, will not exceed in the aggregate the limit of indemnity for this cover as stated on your schedule.

You're not covered for:

- The cost of repair, alteration, recall, reconditioning or replacement of the product or part thereof causing injury or damage. For the purposes of exclusion, the term 'replacement' is deemed to include any credit or refund granted, or alternative product provided by you or on your behalf, in lieu of replacement of the defective product.
- The cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the products and any other property essential to such repair, alteration or replacement, unless physically damaged by the product.
- Liability arising from the failure of any product or any part thereof to fulfil its intended function or to perform as specified, warranted or guaranteed. This exception shall not apply to consequent injury or damage.
- Liability arising from products intended to be installed in, or intended to form part of, and forming part of, an aircraft.
- In respect of injury or damage happening in the United States of America or Canada, caused by, through or in connection with, any products sold or supplied by or to your order, if the products have, to your knowledge, been exported to the United States of America or Canada by you or on your behalf.

- Any defect in any product or any part thereof, of which you were aware prior to the inception of this 'optional' cover.

## **Defective workmanship liability**

You're covered for the insured incident happening anywhere in the territories stated on your schedule, after the completion and handing over of any work and caused by, through, or in connection with any defect, error in, or omission from the work.

The amount we will pay, inclusive of any legal costs recoverable from you by a claimant, and all other costs and expenses incurred with our consent for any 1 incident or series of events with 1 original cause or source, or during any 1 (annual) period of insurance, won't exceed in the aggregate the limit of indemnity for this cover as stated on your schedule.

## **You're not covered for liability**

- For the cost of rectifying or recalling defective work.
- Arising from inefficacy of such work or because the work didn't produce the result anticipated or claimed.
- Arising prior to the handing over of such work.
- Arising from defective design.
- Arising from any work on any aircraft or part thereof.

## **Spread of fire**

The cover provided includes damage or bodily injury caused by the spreading of a veld or forest fire.

Provided that:

- The limits of indemnity don't exceed the amount stated on your schedule.
- There's no cover for any damage or bodily injury if you don't comply with the legislation, such as the Forest Act No. 12 of 2001.

## **Wrongful arrest and defamation**

You're covered for damages:

- Resulting from wrongful arrest (including assault in connection with such wrongful arrest).
- In respect of defamation.

Provided always that the limits of indemnity as stated don't exceed N\$250,000 in any 1 (annual) period of insurance.

## What's NOT covered by the king

\* **Please note: All of the below are applicable to both options A and B of 'public liability' cover.**

You're not covered for loss or damage under 'public liability' cover (including 'optional' cover), due to:

- Liability arising from the injury to your employees or any person under apprenticeship in the course of their employment or apprenticeship with you.
- Damage to:
  - Property belonging to you.
  - Property belonging to your employee or in your or their custody or control. This exception will not apply to the premises (or its contents) temporarily occupied by you for work therein, but you're only covered if this damage results directly from the work done by you or your employee.
  - That part of any property on which you are or have been working on, if the damage is the direct result of that work.
  - Any underground cables, pipes and conduits caused while digging trenches.
- Liability arising for injury or damage caused by, through, or in connection with:
  - Any advice or treatment of a professional nature (other than incidental first-aid treatment) given or administered by you or at your direction.
  - The ownership, possession or use by you, or on your behalf, of any mechanically propelled motor vehicle (other than a pedal cycle or a lawnmower), trailer, watercraft, locomotive or rolling stock. This exclusion will not apply to an injury or damage caused or arising in connection with the loading or unloading of a motor vehicle, where the liability for the injury or damage is not insured by any other insurance policy.
  - Directly or indirectly by an aircraft, including the refueling of an aircraft and the ownership, possession, maintenance, operation or use of an aircraft or an airline, and the ownership, hiring or leasing of any airport, airstrip or helicopter pad.
  - Goods or products (including containers) sold or supplied, and where the injury or damage occurs elsewhere than on the premises occupied by you. This exclusion does not apply if products liability has been purchased under optional cover.
  - Or occurring after the completion and handing over of any work and caused by, through, or in connection with any defect, error in, or omission from the work.
  - Any incident known to you, but not disclosed to us, and which occurred prior to the start of your cover under this section.
- Damage caused by vibration or the removal or weakening of, or interference with, support to any land, building or other structure.
- Assumed by you, by agreement, unless you would have been liable to the same extent, had the agreement not been entered into.

- Fines, penalties, punitive, exemplary or vindictive damages.
- Damages in respect of judgments delivered or obtained in the court of competent jurisdiction within Namibia, South Africa, Botswana, Lesotho, Mozambique, Swaziland and Malawi, including any costs and expenses of litigation recovered by any claimant from you, which are not incurred in and recoverable in these areas.
- Any claim arising from, based upon or in connection with unlawful competition (including trade mark, trade name, domain name or advertising infringement), unfair business practices, abuse of monopoly power, cartel activities or in any way relating to any breach of a provision of the Competition Act 89 of 1998 (as amended) or any similar provision, act or regulation as may be in force in any jurisdiction or country in which the liability arose.
- Any liability for the loss of use of property arising from or caused by pollution, contamination or seepage, including the cost of neutralising or cleaning up of the pollution. This exclusion will not apply to any claims arising from a sudden, unintended and unforeseen event, unless specifically excluded to and stated as such on your policy schedule.
- Injury, damage to property or liability 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.

# Stated benefits and group personal accident



## In a nutshell...

Having group personal accident cover is a great way of protecting your business family. King Price offers cover for bodily injury to your principals, directors, members and employees, that's tailored to your business' unique needs, on either an annual earning or limit of indemnity basis. You can also choose whether you'd like cover for noted benefits or group personal accident insurance... or both.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you have a choice to cover your employees, members or directors for:**

- A. Group personal accident**
- B. Stated benefits**
- C. Both of the above options**

### By 'group personal accident' we mean

Cover on a blanket basis for a group of employees, named employees or their positions.

### By 'stated benefits' we mean

Cover on the basis of your employees' annual earnings.



## What's covered by the king

**You're covered for bodily injury to your principal, partner, director, member or employee specified on your policy schedule, based on the following conditions:**

The bodily injury must:

- Be caused by accidental, violent, external or visible means.
- Result, directly and independently of any other cause, in the case of the death or disability of the person covered, within 24 calendar months of the incident.

You're covered for the following, up to the maximum amount stated on your policy schedule:

- Death.
- Permanent disability:
  - The permanent disabilities and the amount of compensation is set out in the benefit table below.
- Temporary total disability:
  - The total and absolute incapacity from following the usual business or occupation.
- Medical expenses:
  - All necessary costs and expenses for artificial aids, prostheses, medical, surgical, dental treatment, nursing home or hospital treatment (including costs and expenses incurred in emergency transportation or freeing the person if trapped or bringing the person to a place of safety), as a result of bodily injury and incurred within 24 months of the incident leading to the claim.
- Annual earnings:
  - The amount of the annual wage, salary and cost of living allowance being paid by you at the time of injury, plus overtime, house rental costs, food allowance and commissions paid during the 12 months immediately preceding the date of the incident leading to the claim.
- Weekly earnings:
  - A 1 fifty-second part of the annual earnings.
- Exposure:
  - Bodily injury will include injury caused by starvation, thirst and/or exposure to the elements, directly or indirectly resulting from the event.
- Life support machinery:
  - Notwithstanding anything contained in the defined events, the 24-month period stated here will not include any period or periods where the death of such person is delayed solely by the use, for periods of not less than 3 consecutive days, of life support machinery, equipment or apparatus.
- Disappearance:
  - In the event of the disappearance of any such person (in circumstances which meet our approval that he has sustained injury to which this section applies, and that such injury has resulted in the death of such person) we will, for the purposes of the insurance afforded by this section, presume his death, provided that if, after

King Price would have made the payment hereunder in respect of such person's presumed death, he is found to be alive, such payment will be refunded by the insured to us.

## Our benefit table

Details of the injury		% of the sum insured to be paid
<b>By 'permanent disability' we mean</b>		
A.	Loss by physical separation at or above the wrist or ankle of 1 or more limb	100
B.	Permanent and total loss of the: <ul style="list-style-type: none"> <li>• Whole eye</li> <li>• Sight of eye</li> <li>• Sight of eye except perception of light</li> </ul>	100 100 75
C.	Permanent and total loss of hearing in: <ul style="list-style-type: none"> <li>• Both ears</li> <li>• 1 ear</li> </ul>	100 25
D.	Permanent and total loss of speech	100
E.	Injuries resulting in permanent, total disability from following usual occupation, or any other occupation for which such person is fitted by knowledge or training	100
F.	Loss of 4 fingers	70
G.	Loss of thumb (1 or both phalanges)	25
H.	Loss of index finger (1, 2 or 3 phalanges)	10
I.	Loss of any other finger (1, 2 or 3 phalanges) - for each finger	6
J.	Loss of metacarpals (first, second, third, fourth or fifth) - an additional amount of:	5
K.	Loss of toes: <ul style="list-style-type: none"> <li>• All on 1 foot</li> <li>• Great toe, 1 or both toes</li> <li>• Other than great toe, if more than 1 toe is lost - per toe</li> </ul>	30 5 5



**Please note: Where the injury is not specified, we will pay you an amount which, in our opinion, is consistent with the above table. Permanent total loss of the use of a part of the body will be treated as the total loss of that body part. We will pay the compensation to you, on behalf of the deceased or injured person's estate.**

## Optional cover

### Cover more. Pay a little more

#### Your choice, our pleasure

You may choose to add the following options to your basic 'stated benefits and group personal accident' cover. If so, it will only be covered if it's separately noted on your schedule and an additional premium is paid.

### Burns and disfigurement

Subject to the exclusion shown below, the following items are added to the definition of permanent disability:

<b>Permanent disfigurement resulting from accidental external burns to the combined surface area of:</b>	<b>% of compensation</b>
Face and neck: <ul style="list-style-type: none"><li>• 100% surface area disfigurement</li></ul>	60
<ul style="list-style-type: none"><li>• Less than 100% surface area disfigurement</li></ul>	The proportion of 60 which the actual surface area disfigurement bears to 100%
Remaining parts of the body other than the face and neck: <ul style="list-style-type: none"><li>• 100% surface area disfigurement</li></ul>	30
<ul style="list-style-type: none"><li>• Less than 100% surface area disfigurement</li></ul>	The proportion of 30 which the actual bears to 100%



**Please note: King Price will not pay out under any item of this extension, unless the disfigurement exceeds 10% for the item under which a claim is lodged.**



## Business limitation

You're covered by this section only in respect of accidental bodily injury that happens in the course of their employment in your business.

Where you have selected this limited cover:

- The compensation specified for temporary total disability will be payable for not more than the number of weeks stated on your policy schedule and such payment will cease as soon as the injury causing the incapacity has healed as far as is reasonably possible, notwithstanding that permanent disability may remain.
- Any compensation payable by us, for any period of temporary total disability or for medical expenses, will be reduced by an amount equal to the compensation received or receivable by or on behalf of such person under any workmen's compensation enactment, for temporary disability for the same or a lesser period, or in respect of medical expenses.
- After suffering accidental bodily injury for which compensation may be payable under this section, such person will, when reasonably required by King Price to do so, submit to medical examination and undergo any treatment specified. We will not be liable to make any payment unless this proviso is complied with to our satisfaction.
- Dual insurance does not apply to this section.
- This section does not cover death or injury 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.

## What's NOT covered by the king

You're not covered for an incident resulting in death, disability or medical expenses:

- While the person is travelling by air, other than as a passenger, and is not a member of the crew, or for the purpose of any trade or technical operation therein or thereon.
- Where the person commits suicide or injures himself intentionally.
- Caused solely by an existing physical defect or other infirmity.
- As a result of the person being under the influence of alcohol, drugs or narcotics, unless administered by a member of the medical profession (other than himself), or unless prescribed by and taken in accordance with the instructions of a member of the medical profession (other than himself).
- As a result of the person's participation in any riot, civil commotion or terrorism.
- Directly or indirectly resulting from prolonged or accelerated, or attributable to, pregnancy, childbirth, abortion, miscarriage, obstetrical procedures or any consequences thereof.
- While the person is, or as a result of, participating in:
  - Motorcycling, motor quadracycling or tricycling (whether as a driver or passenger), other than in your business.

- Racing of any kind, involving the use of any power-driven vehicle, vessel or craft.
- Mountaineering, necessitating the use of ropes or guides, winter sports involving snow or ice, polo on horseback, steeple chasing, any sport as a professional, hang-gliding, paragliding, parachuting, bungee jumping, wrestling, boxing or martial arts.



# Business motor



## In a nutshell...

Whether your business vehicles are used by many employees or just 1, and used for long-distance business trips or just quick trips to clients, you need to keep them moving forward. That's why you need King Price business motor insurance. We've got you covered for the loss of, or damage to, your vehicles due to accidents, fire, hail, or unlawful 'borrowing'. You can choose to insure specific vehicles or your entire fleet, and we have great extra benefits, too.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**In this section you have a choice to cover your motor as 1 of the following:**

#### **A. Specified motor**

The motor that you specify and specifically describe is covered by the policy.

#### **B. Motor fleet**

The motors you list in groups/fleets are covered by the policy.

The entire 'motor' section is applicable to both choices of cover, unless specifically referred to as 'specified motor' vehicles.

## Cover options

### Your choice, our pleasure

#### Comprehensive cover

Cover for the loss of, or damage to, the motor caused by an accident or fire, self-ignition, lightning explosion or by the theft or any attempted theft of the motor. The medical expenses and liability to others are also covered under this section.

#### Third-party, fire and theft only

Cover for the loss of, or damage to, the motor solely caused by fire, self-ignition, lightning, explosion or by the theft or any attempted theft of the motor. Liability to others is also covered under this section. You do not have cover for any medical expenses here.

#### Third-party only

Cover as provided for under 'liability to others' only. You do not have cover for any loss or damage to the motor itself, nor cover for any medical expenses.

#### By 'specified motor' we mean

Under this section you can select to cover a motor as follows:

- A named driver basis:
  - If the motor is driven by 1 person whose details are disclosed to us when you apply for cover. The motor will then not be covered by this section if it's driven by any other person. The motor may be used privately, and/or for business or trade purposes.
- A regular driver basis:
  - If the motor is driven by a person who drives the motor more regularly than any other person during a period of a month. The motor may also be driven occasionally by a person who is licensed to drive that motor. The motor may be used privately, and/or for business or trade purposes.
- A multiple named drivers basis:
  - If the motor is driven by a number of different drivers whose details are all disclosed to us when the motor is insured. The driver's details can be updated at any time and must be in order to keep the motor properly covered. The motor is only covered by this section when its driven by these noted drivers. The motor may be used privately, and/or for business or trade purposes.

- A multiple driver basis:
  - If the motor is driven by a number of drivers at any point. The driver's details do not need to be disclosed when applying for cover. The driver will be covered under this section when the motor is driven by any person who is licensed to drive the particular motor. The motor may be used privately, and/or for business or trade purposes.

### **By 'motor' and 'vehicle' we mean**

Any registered:

- Private-type motor (not seating more than 9 people including the driver).
- Commercial motor or special-type motor described on your policy schedule.
- Motorcycle.
- Bus (including a vehicle used for business purposes and seating more than 9 people including the driver).
- Trailer (excluding non-permanent parts and accessories).

The motor to be covered must be owned by you or be a vehicle that you have hired, borrowed or leased temporarily, and which serves as a replacement vehicle for 1 which is out of use due to the purpose of overhaul, upkeep and/or maintenance repairs. The maximum amount we will pay for the replacement vehicle will not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle, as stated on your schedule.

### **What you use your motor for**

The use that you chose is noted on your policy schedule. To have sufficient cover, it's vital that you insure your motor for the correct use:

- Private use is for private or social purposes, including driving between your home and regular place of work.
- Business use includes private use with additional cover, for instance where the vehicle forms an essential part of any work or function (It basically means that without your vehicle you can't really make a living).
- Trade use includes private and business use, with additional cover where the vehicle is used to carry goods you use for the business or trade that you noted on your schedule. So, if you're a plumber, you would use the vehicle for business to get to your clients and to carry a lot of stock items and tools in the vehicle.

### **Keeping it safe**

You may need to fit an anti-theft device in your vehicle, the details of which will be confirmed with you when you take out your policy with us and which will also be noted on your policy schedule. Where a tracking device is a condition of cover, you need to inform the relevant tracking company as soon as reasonably possible should a theft or hi-jacking take place.



## Keep us informed

If, during cover provided by this section, your driver's licence or the driver's licence of your authorised driver is endorsed, suspended or cancelled, or if he/they are charged or convicted of negligent, reckless or improper driving, you must let us know immediately following your knowledge of this fact.

Remember, incorrect details = incorrect cover.

## A. Loss or damage

### What's covered by the king

Loss of, or damage to, any vehicle described on your schedule, its accessories and spare parts (while on or in the vehicle). In addition, if the vehicle can't be driven following any loss or damage covered by this policy, we will pay the reasonable cost for the storage and towing of the vehicle to the nearest repairer.

We will also pay the reasonable cost of delivery of the vehicle to you after repairs, not exceeding the reasonable cost of transport to your permanent address in Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi or Mozambique.

Cover for loss or damage doesn't include:

- Consequential loss, as a result of any cause whatsoever, depreciation in value whether arising from repairs following a claim for loss or damage for which you're covered, or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages.
- Damage to tyres by braking or by road punctures, cuts or bursts.
- Damage to springs/shock absorbers due to poor road conditions or any other surface, or due to impact with potholes.

## The insured value

- The insured value that's shown on your policy schedule simply refers to what it's covered for, either the agreed value or retail value. In the event of a claim, the maximum amount that we'll pay is the total insured value of your vehicle minus:
- The basic excess amount that's payable by you, as noted on your policy schedule for each type of claim.
- Any additional excess amounts that are payable by you, if applicable and if it's noted on your policy schedule for that type of claim.
- Any dual insurance, meaning if you're covered for the same amount at another insurance company, we're only liable for our portion of it.
- Betterment values, if applicable.

If the vehicle is financed, we'll first pay the outstanding settlement over to the relevant finance institution, up to the maximum insured value. This excludes settlement penalties and interest charges on arrear payments that your finance institution may charge. The balance, if any, will be paid to you.



**Please note: Should your vehicle be stolen, hi-jacked or written off and we find that it's registered as a build up vehicle, we'll pay you up to 70% of the insured value.**

We know that your vehicle is worth the world to you, but in reality it's the reasonable market value that counts. The insured value of your vehicle and its accessories is determined through resources like the Auto Dealers's Guide. This guide takes the age mileage and condition of your vehicle and accessories into account. Should the vehicle not be listed in the guide then we'll establish its reasonable market value from an alternative suitable source.

If the vehicle has been hi-jacked or stolen and not recovered, or if it has been written off then we'll pay the insured value, including the value of any specified, non-standard, factory fitted accessories according to reasonable market values.

## **Countries where you're covered**

Your vehicle is covered in Namibia, South Africa, Botswana, Lesotho, Mozambique, Swaziland, Malawi, Zimbabwe, Angola and Zambia.

## **Repatriation clause**

In the event of any incident for which you can claim whilst the motor is in Angola or Zambia, you will be responsible for the repatriation of the motor to Namibia or South Africa. We will cover you for repatriation costs up to N\$15,000. Until the motor has been repatriated to Namibia or South Africa, no liability will be admitted or payments made in terms of the cover provided.

## **B: Liability to others**

### **What's covered by the king**

Any accident caused by, through or in connection with any vehicle noted on your schedule, or in connection with the loading and/or unloading of the vehicle in respect of which you and/or any passenger becomes legally liable to pay costs and expenses of:

- Death of, or bodily injury to, any person, but excluding death of, or bodily injury to, any person you employ, arising from and in the course of their employment or being a member of your household.

- Damage to property other than property belonging to, or held in trust by, you or in your custody or control, or being conveyed by, loaded onto or unloaded from the vehicle.


We will also, in terms of and subject to, the limitations and purpose of this 'liability' cover:

- Pay all costs and expenses for representation at any inquest or inquiry into any death for which you have claimed under this cover, or for defending, in any magistrate's court, any criminal proceedings in respect of any act causing or relating to any event for which you have claimed.
- The total amount we will pay for the claim, together with any costs and expenses, will not exceed the maximum amount noted on your policy schedule for 'liability' cover.
- Cover for any person who is driving or using the vehicle on your instruction or with your permission, provided that:
  - The person will, as you would, observe, fulfill and be subject to the terms, exceptions and conditions of this insurance cover, in so far as they can apply.
  - The person driving the vehicle has not been refused any motor insurance cover or renewal of cover by any insurer (including us).
  - Cover will not apply to claims made by any member of the same household as the person who is driving.
  - The person is not covered under any other policy, except for any amount which you can't claim for under this policy.
- Cover you while personally driving or using any private-type motor car not belonging to you, not leased or hired to you under a lease or suspensive sale agreement, provided you're an individual and has, under this policy, insured a vehicle (other than a motorcycle, bus or trailer), and provided we will not be liable for damage to the vehicle itself.
- Cover for liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided we will not be liable for damage to the towed vehicle or trailer itself, or the property in or on it.

Cover for 'liability to others' doesn't include cover for:

- Any compensation or claim which falls within the scope of any compulsory motor vehicle insurance legislation, irrespective of whether there is no cover in force or has been effected.
- Death of, or injury to, any person being carried in or on, or entering or getting onto or out of, a commercial vehicle, motorcycle, bus or trailer at the time of the incident for which you can claim (except any person being carried in or upon, or entering or getting onto or out of, a permanently enclosed passenger-carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg).

- Liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of, attached to or used in connection with, a vehicle, or anything manufactured by or contained in any such tool or plant. This exclusion will not apply to forklift trucks.
- Angola or Zambia.

 **Please note: The maximum amount we will pay is noted on your policy schedule.**

## **C: Medical expenses**

### **What's covered by the king**

- If an occupant, anywhere in the vehicle or a permanently enclosed compartment designed for carrying passengers, sustains bodily injury by violent, accidental, external and visible means, we will pay you the medical expenses incurred as a result of the injury up to N\$2,000 per injured occupant.
- We will pay a maximum amount of N\$25,000 in total for all the occupants who were injured as a result of an incident or series of incidents caused by 1 single event. Medical expenses include any costs incurred to free the injured occupant from the vehicle, and the costs of transporting the injured occupant to a place where medical treatment can be given.
- The amount we pay will be reduced by any amount recoverable under any workmen's compensation laws or similar legislation.
- You will only have 'medical expenses' cover if the vehicle involved in the incident is comprehensively covered for loss or damage to the vehicle itself under this policy, and is a private-type vehicle or motorised caravan, or any other vehicle other than a bus or taxi.

### **What else is covered by the king**

#### **Cross liabilities**

Where more than 1 insured person is named on your schedule, we will cover each insured person separately and not jointly, and any liability arising between them will be treated as though separate policies had been issued to each, provided that our aggregate liability will not exceed the limit of indemnity stated on your schedule.

## Fire extinguishing charges

Any reasonable costs incurred by you, relating to the extinguishing or fighting of fire, will be deemed to be damage to the insured property and will be payable in addition to any other payment for which we may be liable to pay in terms of this section, provided that you're legally liable for these costs and the insured property was in danger from the fire.

## Principals

The exception which applies to any claim arising from contractual liability will not apply to B: 'Liability to others', to the extent required by the conditions of any contract of the Construction Industries Federation of Namibia, and in connection with any liability arising from the performance of such contract, or any principal named in such contract entered into by you for the purposes of the business, provided that our liability will not exceed the limit of indemnity stated on your policy schedule.

## Tyre damage (agricultural tractors, harvesters and agricultural implements)

The cover under this section of the policy is extended to include total loss of, and irreparable damage to, the tyres of the vehicles mentioned above, as a result of damage caused by any unseen or concealed objects whilst on the road or other surface, up to a limit of N\$50,000 per claim.

## Waiver of subrogation rights

For the purposes of this section, we waive all rights of subrogation or action which we have or acquire against any other person covered by this section, and each person will observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this section in so far as they can apply to them.

This clause will not apply where the driver of the vehicle at the time of the incident for which you have claimed, was under the influence of alcohol, failed a breathalyser test, had a blood alcohol level in excess of the legal limit or was not licensed to drive that vehicle.



## Optional cover

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'motor' cover. If so, it will only be covered if it's separately noted on your schedule and an additional premium is paid.**

### Contingent liability

The cover under 'liability to others' includes claims made against:

- You in the event of an accident arising in the course of the business and caused by, through or in connection with, any motor vehicle which is not the property of or provided by you, while being used by your partner, director or employee ('such person').
- Any such person in the event of an accident arising in the course of the business and caused by, through or in connection with any motor vehicle not belonging to him or you, or leased or hired by either him or you, but only in so far as such person has not been refused any motor insurance or renewal of cover by any insurer (including us).
- Provided that:
  - The exclusion that provides that cover for 'liability to others' doesn't include cover for death of, or injury to, any person being carried in or on, or entering or getting onto or out of a commercial vehicle, motorcycle, bus or trailer at the time of the incident for which you can claim (except any person being carried in or on, or entering or getting onto or out of a permanently enclosed passenger-carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg), will not apply.
  - We will not be liable for loss of, or damage to, the motor vehicle itself being used for the purposes and in the manner described above.
  - The payment of subsidies or travelling allowances by you to such person for the use of his own vehicle for your official purposes, including the carriage of people for those purposes, is allowed without prejudice to the cover provided by this 'optional' cover.
  - If, at the time of any accident for which you can claim under this 'optional' cover, you or such person is entitled to claim under any other policy for the same incident, we will not be liable to make any payment hereunder, except for any excess beyond the amount payable under the other policy.
  - The terms, exclusions and conditions of the policy will otherwise apply.

## **Credit shortfall**

If any total loss settlement is less than the amount owing to the financier under a current instalment sale or lease agreement, we will pay the financier amount equal to the shortfall, less:

- Any arrears instalments or rentals, including interest payable on such arrears.
- All refunds of premium for cancellation of any insurance cover relating to the motor vehicle.
- The increased instalment or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- The excess.

Provided always that:

- The maximum amount we'll pay for that vehicle is noted on your schedule.
- This endorsement will not apply to an agreement whereby the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% from any other instalment.
- If the shortfall is as a result of a re-advance.

## **Loss of keys**

We will cover you for the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following the disappearance of any key or alarm controller of the vehicle, or following upon you having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

- Our liability will not exceed, in respect of any 1 incident, the amount stated on your schedule.
- The claim amount will be reduced by the first amount payable, as stated on your schedule.

## **Parking facilities and movement of third party vehicles**

You're covered in respect of accidents caused by, through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to you) by any person employed by you or acting on your behalf, provided always that such vehicle was being moved:

- With the authority of your tenant, customer or visitor.
- In connection with your parking arrangements.
- To facilitate the carrying out of your business.

And provided further that this 'optional' cover will not apply in respect of damage to vehicles which are parked for reward.

**\* Please note: For the purpose of this 'optional' cover, the vehicle (and its contents) will not be deemed to be held in your trust, custody or control.**

## Passenger liability

The following exclusion to B. 'Liability to others' will not apply where you have selected this cover.

Cover for 'liability to others' doesn't include cover for:

- Death of, or injury to, any person being carried in or on, or entering or getting onto or out of a commercial vehicle, motorcycle, bus or trailer at the time of the incident, for which you can claim (except any person being carried in or upon, or entering or getting onto or out of a permanently enclosed passenger-carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg).

**\* Please note: The exclusion above will still apply to special vehicles. The maximum amount that we will pay is the amount stated on your policy schedule.**

## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:


- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, or warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.



- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**


## Unauthorised passenger liability

The cover provided under B. 'Liability to others' includes cover for your legal liability for the death of, or bodily injury to, persons while being carried in or on, or entering or getting onto or out of any vehicle in contravention of your instructions to your driver not to carry passengers.

The following exclusion to B. 'Liability to others' will not apply where you have selected this cover.

Cover for 'liability to others' does not include cover for:

- Death of, or injury to, any person being carried in or on, or entering or getting onto or out of a commercial vehicle, motorcycle, bus or trailer at the time of the incident, for which you can claim (except any person being carried in or upon, or entering or getting onto or out of a permanently enclosed passenger-carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1,500kg).

 **Please note: The maximum amount that we will pay is the amount stated on your policy schedule.**

## Wreckage removal

Loss of, or damage to, the vehicle covered, includes the costs and expenses incurred by you for the clearing up and removal of debris and wreckage of any insured vehicle following damage to the vehicle for an incident for which you can claim, provided that, in addition to the limit of indemnity, our liability under this 'optional' cover will not exceed, in respect of any 1 occurrence, the limit stated on your schedule.

## What's NOT covered by the king



**Please note: The following applies to all 'motor' cover options.**

You're not covered for any accident, injury, loss, damage or liability:

- Whilst the vehicle is being used with your general knowledge and consent, otherwise than for the use for which it's specified.
- Incurred outside Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Mozambique, Angola and Zambia, but we will cover you for loss of, or damage to, any vehicle while in transit by sea or air between ports or places in these territories, including loading and unloading incidental to such transit. In the event of any incident for which you can claim whilst the vehicle is outside Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Mozambique, Angola and Zambia, you will, at your own expense, be solely responsible for the repatriation costs of the vehicle to any of the other covered aforesaid territories. Until the vehicle has been repatriated to the covered territory, no liability will be admitted or payments made in terms of the cover provided.
- If you, or anyone with your consent or knowledge, drives the vehicle:
  - Without a valid driver's licence or permit for the specific vehicle type. If the driver lives outside Namibia, the permit must be issued in the country where the person lives. The permit is a requirement in Namibia even though it may not be needed in the country where the driver lives.
  - With a foreign licence unless the driver has a valid International Driving Permit or a valid driver's licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in Namibia. Any person living in Namibia permanently must get a Namibian driver's licence within the prescribed period of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid Namibian driver's licence.
  - And any licence that's subject to periodic renewal hasn't been renewed.
- If you, or anyone with your knowledge or consent, who drives the vehicle:
  - Is under the influence of alcohol, drugs or narcotics unless administered by a member of the medical profession (other than himself) or unless prescribed by and taken in accordance with the instruction of a member of the medical profession (other than himself) or in accordance with the manufacturer's instructions.
  - Refuses to give either a breath or blood sample.

Provided that any driver will be deemed to be licensed to drive the vehicle:

- If he is complying with the licencing laws relating to any of the territories referred to above.
- If a licence is not required by law.
- While the driver is learning to drive and is complying with the laws relating to learner drivers.
- We will not be liable for any claim arising from contractual liability, unless liability would have attached to you whether the agreement was entered into or not.



**Please note: The term 'licensed' includes the requirement of having a Professional Driving Permit in addition to a driver's licence for those vehicle types requiring such permits by law.**



# Electronic equipment



## In a nutshell...

The latest device, the newest app, constant updates... Keeping up with technology is a lot to worry about, without also having to stress about insuring the electronics that keep your business efficient in this digital world. The tech-savvy king of price gives you peace of mind if anything goes wrong with your computers, licensed software, scanners and printers. You can choose to insure consequential loss, or material damage... Or both.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

In this section you have a choice to cover your electronic equipment for either:

- A. Material damage**
- B. Consequential loss**



## A. Material damage

### What's covered by the king

You're covered for the physical loss of, or damage to, the insured property described on your schedule, from any cause which is not excluded while property is:

- At work or at rest anywhere within that part of the building occupied by you, at the premises noted on your schedule.
- In transit, including loading and unloading, or while it's temporarily stored at any premises on route.
- Temporarily removed from that part of the building occupied by you, or insured at the premises on your schedule.

### What's NOT covered by the king

The loss or damage, irrespective of the original cause of the loss or damage, due to:

- Disfunctioning or malfunctioning of the insured equipment, unless accompanied by physical damage covered by this section.
- Loss or damage recoverable in terms of any maintenance or leasing agreement covering the insured property.
- Faults or defects known to you (or your responsible employees) when this cover incepted, or during the period of cover and not disclosed to us, or any loss or damage in consequence of the fault or defect.
- Wastage of material or the like, wear and tear, the development of poor contacts, or scratching of painted or polished surfaces of a cosmetic nature.
- Parts having a short life such as (but not limited to) bulbs, valves, contacts, X-ray tubes, cathode ray tubes, thermionic emission tubes, fuses and sacrificial buffer circuits. If these parts are damaged as a result of physical loss or damage to other parts of the insured property (as covered by this section), we will cover you for the residual value prior to the loss of these exchangeable parts.
- The cost of reproducing data or programs, whether recorded on cards, tapes, disks or otherwise, unless specifically provided for in B. 'Consequential loss'.
- Loss of use of the insured property or other consequential loss, damage or liability of whatsoever nature, other than for those losses covered by this section.
  - Loss by theft or by disappearance of the insured property, unless the loss is accompanied by forcible and violent entry into, or exit from, that part of the building occupied by you at the premises stated on your schedule, or as a result of theft or attempted theft, following violence or a threat of violence.
  - Loss of the insured property by theft during transit, or while it's temporarily removed from the insured premises, unless you can attribute the loss directly to a specific incident.

- Theft of the insured property from any motor vehicle where the property has been:
  - Left in the motor vehicle overnight, unless the vehicle is housed in a securely locked building and entry to the vehicle or building is accompanied by forcible and violent entry or exit.
  - Contained in a compartment of the motor vehicle and is visible to passers-by. If you 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, this evidence will be sufficient to satisfy the forcible and violent entry or exit requirement for any loss out of the cab or boot of the vehicle.



**Please note: This exclusion will not apply where the vehicle has been hi-jacked, has been involved in a road accident, or sustains a breakdown and, due to circumstances beyond the control of the vehicle crew/driver, the insured property is of necessity left unprotected.**

## Basis of settlement

The cover provided by this section is limited to the sum insured, as stated on your policy schedule, or any specific limit contained in this section. You have a choice to insure your electronic equipment for market value, agreed value or replacement value. The sum insured or specific limit includes the costs of dismantling, re-erection, transportation, and removal of the damaged insured property and, where applicable, importation duties and value added tax.

## Partial loss

If the insured property suffers damage that can be repaired, we will pay for the restoration expenses incurred to restore the damaged property to working order, provided that:

- The costs of any alteration, addition, improvement or overhaul, carried out at the time in addition to repairing the property, are not covered under this section.
- If you pay for temporary necessary repairs in the interests of safety, or to minimise further loss or damage to the insured property, we will pay for the reasonable cost of these temporary repairs. If these temporary repairs aggravate the loss or cause additional loss or damage to the insured property, any additional costs or consequence which results will be for your account.

## Total loss

### A. Replacement value

Replacement value will apply to property purchased no more than 7 years (or such additional period as we may allow in writing) prior to the insured event. Upgrades and enhancements will be taken into account when calculating the amount to be paid in respect of a claim, together with the age of the insured property.

In cases where the insured property is completely lost or destroyed, the basis of cover will be the cost of replacing or reinstating, on the same site, new property of equal performance and capacity or, if this is not possible, its replacement by new property having the nearest equivalent performance and capacity to the property lost or damaged, provided that the replacement or reinstatement may be carried out upon another site and in any manner suitable to your requirements, on condition that our liability will not increase.

### B. Market value

Market value is the current-day purchase price of second-hand or used property of equal performance or capacity to the lost or damaged property, and of substantially similar condition.

Where no similar property is available, the market value will be calculated by deducting:

- 20% For the first year, after the date of purchase.
- 10% Per year, for each succeeding year.

This is subject to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

For property that is not covered by A. 'Material damage', the basis of cover will be the market value of the insured property immediately before the loss or damage. At our sole discretion, the insured property will be regarded as totally destroyed if the repair costs of the property are equal to, or in excess of, its market value immediately before the loss or damage.

## What we will pay

**The amount we'll pay for any claim is noted on your policy schedule. We'll also pay for the following, up to the sum insured:**

### Architects and other professional fees

Professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the sum insured, as noted on your policy schedule.

## **Clearing costs**

The reasonable and necessary costs for the demolition or dismantling of the property, removal of debris, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction, are covered up to a maximum of 25% of the claimed amount.

## **Express delivery and overtime**

The reasonable and necessary additional costs for express delivery, airfreight, overtime, and Sunday and holiday rates of wages payable for the repairs or replacement. The maximum amount we will pay is 50% of the amount which the repair or replacement would have cost, if these additional costs had not been incurred.

## **General items**

### **Average**

Average will apply in respect of both a total and partial loss, where the cost of repair, replacement or reinstatement (if the whole of the insured property had been lost or damaged) is more than the sum insured, in which case you will be considered as being your own insurer for the difference. We will pay a rateable proportion of the loss or damage. Each item of this section (if more than 1) to which these conditions apply will be separately subject to this provision.

### **Fire extinguishing charges**

Reasonable costs relating to the extinguishing of fire or fire-fighting are covered, provided that you're legally liable for these costs and that the insured property was in danger from the fire.

### **Hire purchase/finance agreements**

Where the insured property is subject to a suspensive sale or similar agreement, we will first pay the financier and this payment will be regarded as payment having been made to you.

### **Power surges/lightning strikes**

Where you claim for loss of, or damage to, property caused by power surges or lightning strikes, you will have to pay an additional excess of 10% of the net amount of the value of the claim (a minimum of N\$1,000 to a maximum of N\$2,000 per claim), unless stated otherwise in your schedule. This excess will not apply where you have appropriately and adequately protected the insured property with SABS approved safeguards against electrical supply fluctuations and lightning strikes.



## Tenants' clause

Your cover will not be affected by any act or omission on the part of any owner of a building, or any tenant (other than you), without your knowledge. You must inform us as soon as such an act, which is in contravention of any of the terms, exceptions or conditions of this section, becomes known to you, and you will be responsible for any additional premium payable from the date that any increased risk occurs.

## Optional cover

### Cover more. Pay a little more

**You may choose to add the following option to your 'basic electronic equipment' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Non-forcible and violent entry into a vehicle

You're covered for loss of, or damage to, goods in the cab or boot of a vehicle, where you state that the vehicle was locked, but no evidence of forcible and violent entry to or exit from the vehicle exists, provided that:

- You can provide us with the police case number.
- This cover will only apply to property that is separately and individually specified on your schedule.
- There is an additional excess equal to 30% of the claimed amount, or N\$10,000 (whichever is the lesser), in respect of any 1 incident.

 **Please note: This optional cover does not provide for items stolen from a vehicle which are contained in a compartment of the vehicle and visible to passers-by.**

## B. Consequential loss

### What's covered by the king

**You're covered for the following, as stated on your policy schedule:**

#### Increased cost of working

You're covered for the additional, reasonable and necessary costs incurred by you, as a result of the accidental physical loss of, or damage to, the insured property, resulting from an incident covered under A. 'Material damage', for which you have claimed for the sole purpose of avoiding or reducing the interruption of, or interference with, your normal business, less any amount saved.

This cover will not apply directly or indirectly to:

- The cover provided for the reinstatement of data or programs.
- The intrinsic value (including the reinstatement value) of the property covered by A. 'Material damage'.

## **Reinstatement of data/programs**

You're covered for the reasonable and necessary costs for the reconstitution or recompilation of data or programs, recorded on or stored in data-carrying media, which are lost as a result of theft, accidental erasure (which includes an incident covered by A. 'Material damage'), or the intentional cancellation, deletion or corruption of the data or programs provided for in A. 'Material damage', provided that:

- Cover will not include costs due to program errors, incorrect entry or the inadvertent cancellation, deletion or corruption of data or programs.
- When insuring the software, you provide us with a schedule of these programs at the start of each period of cover.

## **General items**

### **Accident**

Failure of the public supply of electricity at the terminal ends of the service feeders in the premises, from any accidental cause other than:

- The deliberate act of the insured or any supply authority.
- Drought or shortage of fuel at any electricity utility.

### **Indemnity period**

The period during which the results of the business will be affected in consequence of the accident, beginning with the number of hours/days detailed on your schedule as the time excess after the occurrence of the accident, and ending not later than the expiry of the period detailed on your schedule as the indemnity period after such occurrence.

The time excess will not apply to loss or damage directly caused by fire, storm (excluding lightning), subsidence, wind or the collapse of buildings.

## **What's NOT covered by the king**

You're not covered for the consequential loss due to:

- Fines or penalties for breach of contract for late or non-completion of orders, or any penalties of any nature.
- Loss of profit or consequential loss of any nature, unless specifically covered.

- Any additional amount by which loss is increased, due to you being unable or unwilling to replace or reinstate property destroyed or damaged, or as a result of additions, alterations or improvements being made to the damaged or lost property when repaired.

## **Optional cover**

### **Cover more. Pay a little more**

**You may choose to add the following options to your 'basic electronic equipment' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### **Telecom (or similar service provider's) access lines**

You're covered for consequential loss for reinstatement of data/programs, and increased cost of working caused by accidental failure of the Telecom (or a similar service provider's) access lines, provided that:

- Your cover will begin 12 hours after the failure and end not later than 30 days after the failure.
- There is no cover for loss caused by the deliberate act of any Telecom authority, or by the exercise of the Telecom authority of its right to withhold or restrict access to its lines.

## **General items: A. Material damage and B. Consequential loss**

### **Capital additions and currency fluctuations**

You're covered for:

- Additional equipment or programs purchased by you, of a similar nature to that specified on your schedule, provided that, in respect of the loss or damage due to electrical, mechanical or electronic breakdown or explosion, your cover will only start after the satisfactory completion of installation, commissioning or testing, and be put into use at your premises.
- Provision for devaluation or revaluation of the Namibian Dollar against that of the country of origin of the insured property, and other inflationary trends which may result in the escalation of the sum insured (representing the installed new replacement value) of the insured property, provided that the increase will not exceed the total sum insured for A. 'Material damage' by more than 25%, it being agreed that you will advise us of the alterations after the expiry of each period of cover, and pay the additional premium thereon.

## Prevention of access

If property within a 50km radius of the insured premises noted on your schedule is lost or damaged by a defined peril during the period of insurance, and prevents or hinders the use of, or access to, the property insured under this section, we will pay for any loss resulting from the interruption or interference that prevents you from having access to the insured property situated at the premises.

## Where you're covered

You're covered anywhere in the world in respect of laptops, notebooks or palmtop computers, as well as all other portable computer equipment temporarily located outside of the premises specified on your schedule.

## What's NOT covered by the king: **A. Material damage and B. Consequential loss**

### Viruses, Trojan and worms

The company will not indemnify the insured for loss or damage of whatsoever nature arising directly or indirectly out of, or in connection with, the action of any computer virus, Trojan or worm/s, or other similar destructive media.

## Optional cover: **A. Material damage and B. Consequential loss**

### Cover more. Pay a little more

**You may choose to add the following options to your 'basic electronic equipment' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

### Incompatibility cover

You're covered for costs incurred in respect of:

- Modifications or alterations to the property insured, following an insured incident covered under this section, to ensure the operating integrity of the electronic system.
- Replacement or upgrading of legal programs to achieve compatibility with the modified electronic system.
- The restoration of previously captured data which has become inaccessible due to the modifications to the electronic system, or in consequence of the replacement or upgrading of legal programs.

Always provided that:

- The costs provided for above are necessarily and reasonably incurred to maintain normal working conditions.
- The cover in this optional cover in respect of any 1 incident is limited to the amount noted on your schedule.

## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

# Home contents



## In a nutshell...

Under home contents you're covered for items stolen or damaged in your home, that belong to you and those living with you.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

\* **Please note: Under home contents insurance you may claim for items stolen or damaged at your home, that belong to you and those living with you.**

## By 'home contents' we mean

Imagine turning your house upside down... Everything that would fall out, should be included under your home contents insurance cover.

So, this means all personal items inside your home and outbuildings at the address noted on your policy schedule. Outbuildings, whether they're separate from the home or not, include garages, domestic quarters and storerooms. The outbuildings must be built from similar material as the main building. The contents must belong to you or to any members of your household who live with you.

\* **Please note: Jewellery and watches with individual values of more than N\$35,000 must be specified individually and noted separately on your policy schedule. These items must be locked in a safe when not being worn. Valuation certificates should be supplied for all jewelry items which are valued at N\$15,000 or more.**

## What's covered by the king

### **You're covered for loss of, or damage to, your home contents caused by**

- Fire.
- Explosion.
- Acts of nature such as wind, lightning, hail, flood, snow or earthquake.
- Malicious damage.
- Animals, (excluding domestic animals and pets).
- Aircraft and articles dropped from them.
- Cars.
- Falling trees (but not whilst being felled).
- Power surges and dips.
- Theft and other intentional acts.

### **You're covered for subsidence**

You're covered for loss of, or damage caused to, the contents in your property by the downward movement of the land that supports it, due to natural shifts or human activity.

There's no cover for damage relating to subsidence caused by:

- Volume changes in clay-based soil or in rock, caused by changes in the moisture levels.
- Excavations, other than mining activities.
- Removal of, or weakening of, pillars.
- Normal settlement, shrinkage or expansion of the soil supporting the structures.
- The poor compaction of soil used to fill areas under paving and floors.
- Defective design, material and workmanship

You're not covered for loss of, or damage to, your home contents as a result of:

- Damage to retaining walls, unless they're designed and built according to structural engineering specifications.

### **You're covered for loss or damage due to**

Leaking, bursting or overflowing of water heating systems (which includes geysers, solar water heating systems and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the building.

## **You're covered for theft**

You're covered for the loss of, or damage to, your home contents caused by theft and other intentional acts. However, there's no cover for loss or damage caused by theft and other intentional acts:

- From outbuildings unless there are visible signs of forced entry into the outbuildings.
- While the building is let or sublet, unless there are visible signs of forced entry.
- Where there are people living in the building, but it has been unoccupied for more than 45 days in a row.
- If the building is abandoned or empty.
- If the building is being altered or under construction, unless there are visible signs of forced entry.

## **You're covered for accidental damage**

You're covered for accidental damage of television sets, mirrors or glass that form part of any furniture. There's no cover, however, for accidental damage to any other items. So, you won't be able to claim for damage to an ornament that has accidentally been dropped or broken.

## **You're covered for fire brigade charges**


You're covered for charges made by the fire brigade or any public authority following an incident for which you may claim.

## **You're covered for temporary accommodation**

- Following an incident for which you may claim, we'll pay for the reasonable costs of other temporary accommodation for you or your tenant, as a result of the insured building being unfit to live in.
- Cover's limited to 10% of the insured value and applies only for the period that's reasonably required to make the building fit to live in.
- If the insured building is sublet to holidaymakers or used as a guesthouse, then we won't pay for other, temporary accommodation for such guests while your building is being repaired.

## **You're covered for the transportation of contents**


You're covered for damage to, or loss of, your belongings if they are being transported by a registered removal company's truck that's involved in an accident. You're also covered for damage caused by fire, explosion or lightning while your belongings are in transit.

 **Please note: You're only covered for 2 claims under the benefit listed below within any 12 month period of cover with the king.**



- Stolen washing: When clothing is stolen from your washing line at home.
- Food that deteriorates: Due to a power failure or broken fridge or freezer.
- Your guests' belongings: If your guests' belongings are stolen from your home.
- Keys and locks: If your keys are lost or locks are damaged.
- Hole in 1 or bowling full house: Covered if achieved on a recognised golf course or green, with written confirmation from the relevant club.
- Your domestic employee's belongings: Covered if these items are stolen and forced entry can be seen.
- Veterinary expenses: If your household pet is injured in a road accident.
- Garden and leisure equipment: Loss of, or damage to, garden and leisure equipment, which is designed to be left outside your home, such as garden furniture, braai equipment, pool cleaning equipment and jungle gyms.

## Liability to others... What's covered

 **Please note: You're covered for the following up to the maximum amount that's noted on your policy schedule.**

### Liability as a homeowner

Where you and members of your household who live with you are legally liable for:

- Accidental death, or bodily injury to, people other than members of your household or your domestic employees.
- Accidental loss of, or damage to, property belonging to people other than members of your household or your domestic employees.
- This includes legal costs, which someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

### Liability to domestic employees

You're covered for all amounts that you're legally liable for in the case of death of, or bodily injury to, any of your domestic employees caused by an accident while he/she was working for you. This includes legal costs, which someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

### Liability as a tenant

All amounts, which you're legally liable to pay to your landlord arising from accidental loss of, or damage to, the rented building where you're living permanently.

## **Liability to others... What's NOT covered**

### **You're not covered for liability arising from**

- Any trade, business or profession.
- The ownership, possession or use of lifts.
- The ownership of any land or building.
- The ownership or possession of animals, other than domestic cats and dogs.
- The ownership, possession or use of aircraft, cars and watercraft.
- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court outside of Namibia.
- Any incident, which causes damage to other people's property or injury to them, and where a claim for damage to the building itself wouldn't have been covered.

So, you may not claim for damage to your home contents that resulted from the collapse of a poorly built wall. This naturally means that should this very incident, for which you may not claim for, cause injury to a visitor, your liability to this person will also not be covered.

### **You're not covered for liability that's already covered by our laws and/or other insurance contracts such as**

- Any compulsory motorcar insurance act.
- Any occupational health and safety legislation.
- Any compensation for occupational injury and diseases legislation.
- Any other insurance contract.

## **What's NOT covered by the king**

### **You're not covered for theft and other intentional damage**

There's no cover for loss or damage caused by theft and other intentional acts:

- Caused intentionally by you, any members of your household or your tenant.
- Which happens with your or their knowledge or consent.
- From outbuildings, whether they're separate from the home or not, unless there are visible signs of forced entry into the outbuildings.
- While the building is let or sublet, unless there are visible signs of forced entry.
- Where people are living in the building, but it has been unoccupied for more than 45 days in a row.

### **You're not covered for**

- Bicycles.
- Contact lenses and prescription glasses.
- Cellphones.
- Hearing aids.



**Please note: All these items must be specified separately under the business all risk section of the policy.**

### **You're not covered for communal living**

There's no cover for loss or damage caused whilst your house is being used as a boarding house or commune.

### **You're not covered for money**

There's no cover for money, cheques, bonds, promissory notes, coins, stamps or personal documents.

### **You're not covered for counterfeit goods**

There's no cover for loss of, or damage to, any counterfeit goods.

### **You're not covered for cars**

Cars (including motorcars, motorcycles, motorised scooters, LDVs, caravans, trailers, aircraft and watercraft) should be separately insured.

### **You're not covered for matching material**

There's no cover for any additional costs resulting from the unavailability of matching materials.

### **You're not covered for scorching**

There's no cover for loss or damage caused by scorching. So, if damage is caused by a hot iron being placed face down on a kitchen counter or if a cigarette scorched your carpet, you won't be able to claim for it.

### **You're not covered for sets and pairs**

There's no cover for remaining parts or items that are part of any set or pair. So, if you claim for a stolen item that forms part of a set or pair, we will either replace the individual item or settle the cash equivalent. We won't replace the entire set or pair.

## **You're not covered for damage that's either caused or contributed to by**

- Volume changes in any clay based soil or in rock, caused by changes in its moisture or water content.
- Scratching, chipping, cracking, denting, biting, tearing or dirtying.
- Rise of the underground water table, or pressure caused by it.
- Defects in the design or construction of the building or where the structure would not have been approved by the relevant local authority at the time of construction.
- Construction, alteration or repairs, defective workmanship or materials.
- A lack of maintenance.

## **You're not covered for vacant, abandoned or illegally occupied properties**

If the property is vacant, abandoned or illegally occupied there's no cover for:

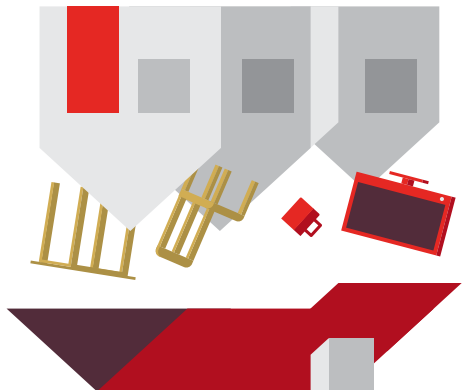
- Theft, attempted theft and other intentional acts.
- Fire and explosion.
- Accidental damage.

## **You're not covered for business or professional use**

There's no cover for the loss of, or damage to, goods used for business purposes and that is caused by any of the insured instances listed in this section.

## **You're not covered for a thatch roof**

Fire damage to your contents inside your building that has a thatch roof, or that's partly thatched, will only be covered if it's specifically noted on your policy schedule and an additional premium is charged for it. You need to please ensure that your thatch roof has been treated against any fire hazard.



# Homeowners



## In a nutshell...

Under home owners you're covered for damage to the physical structures of your property, such as your home and its outbuildings.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- Average will apply if you don't ensure that your property is insured for its replacement value.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

\* **Please note: Under home owners insurance, you're covered for damage to the physical structures of your property, such as your home and its outbuildings.**

## By 'home owners' we mean

The physical and permanent structures of the property such as your home and its outbuildings, whether they're separate from the property or not, at the address that's noted on your policy schedule.

So, all permanent fixtures, fittings and improvements, such as driveways, walls, garages, fences, patios, swimming pools, as well as boreholes, swimming pool and spa pumps, gate motors, tennis courts, underground pipes and cables, can be insured under this section.

\* **Please note: Dams and dam walls, loose gravel paths and coverings, as well as pool cleaning equipment are excluded.**

## What's covered by the king

### You're covered for loss of, or damage to, your buildings caused by

- Fire.
- Explosion.
- Act of nature such as wind, lightning, hail, flood, snow or earthquake.
- Malicious damage.
- Animals (excluding domestic animals and pets).
- Aircraft and articles dropped from them.
- Cars.
- Falling trees (but not while being felled).
- Power surges and dips.
- Theft and other intentional acts.

### You're covered for loss of, or damage to, geysers and water pipes including

- Leaking, bursting or the overflowing of water heating systems (which includes geysers, solar water heating system and boilers), water supply tanks, cisterns and pressurised water pipes that form a permanent part of the building.
- Other immovable structures, fixtures, fittings and improvements (e.g. ceilings, carpets and cupboards), damaged in the same incident, are also covered.

 **Please note: There's no cover for sewerage pipes.**

### You're covered for the accidental damage of

- Fixed glass and sanitary ware, unless the building is unoccupied.
- Water, gas, electricity and/or telephone connections or pipes between the building and the public supply, or mains for which you're responsible.

 **Please note: There's no cover for accidental damage to any other items.**

### You're covered for fire brigade charges

You're covered for charges made by the fire brigade or any public authority following an incident for which you may claim.

## You're covered for temporary accommodation

Following an incident for which you may claim, we'll pay for the reasonable costs of other temporary accommodation for you or your tenant, as a result of the insured building being unfit to live in.

- Cover's limited to 10% of the insured value and applies only for the period that's reasonably required to make the building fit to live in.
- If the insured building is sublet to holidaymakers or used as a guesthouse, then we won't pay for other, temporary accommodation for such guests while your building is being repaired.

## Liability to others... What's covered

**Please note: You're covered for the following up to the maximum amount that's noted on your policy schedule.**

### Liability as the owner of the insured building

Where you and members of your household who live with you, are legally liable for:

- Accidental death, or bodily injury to, people other than members of your household or your domestic employees.
- Accidental loss of, or damage to, property belonging to people other than members of your household or your domestic employees.
- This includes legal costs, which someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

### Liability to domestic employees

You're covered for all amounts that you're legally liable for in the case of death of, or bodily injury to, any of your domestic employees caused by an accident while he/she was working for you. This includes legal costs, which someone else may recover from you, and which we agree to, in order to settle or defend a claim against you.

## Liability to others... What's NOT covered

### You're not covered for liability arising from

- Any trade, business or profession.
- The ownership of any land or building, other than the land or building covered by this policy.
- The ownership, possession or use of lifts.
- The ownership or possession of animals, other than domestic cats and dogs.
- The ownership, possession or use of aircraft, cars and watercraft.

- The use of weapons and firearms.
- Damages and legal costs awarded against you by a court outside of Namibia.
- Any incident, which causes damage to other people's property or injury to them and where a claim for damage to the building itself wouldn't have been covered.

So, you may not claim for damage to your building that resulted from the collapse of a poorly built wall. This naturally means that should this very incident, for which you may not claim for, cause injury to a visitor, your liability to this person will also not be covered.

### **You're not covered for liability that's already covered by our laws and/or other insurance contracts such as**

- Any compulsory motorcar insurance act.
- Any occupational health and safety legislation.
- Any compensation for occupational injury and diseases legislation.
- Any other insurance contract.

### **Exclusions**

Anything noted below under 'what's NOT covered by the king' for home owner's cover also applies to your liability to other people, whether you claim for loss of, or damage to, the home or not.

### **What's NOT covered by the king**

#### **You're not covered for theft and other intentional damage**

There's no cover for loss or damage caused by theft and other intentional acts:

- Caused intentionally by you, any members of your household or your tenant.
- Which happens with your or their knowledge or consent.
- When the building is abandoned or vacant.
- From outbuildings, whether they're separate from the home or not, unless there are visible signs of forced entry into the outbuildings.
- While the building is let or sublet, unless there are visible signs of forced entry.
- Where people are living in the building, but it has been unoccupied for more than 45 days in a row.

#### **You're not covered for pre-existing damage**

There's no cover for any damage which existed before the insured incident, or before your insurance cover started with us.



## **You're not covered for certain conditions during alterations and additions**

There's no cover:

- Where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures.
- For glass and sanitary ware which are accidentally broken.
- For personal liability.
- For stolen building materials, fixtures, fittings and improvements.

## **You're not covered for matching materials**

There's no cover for any additional costs resulting from the unavailability of matching materials. So, if we fix your burst pipe and some tiles are damaged in your bathroom, and you then want to replace the undamaged tiles too, as they no longer match, then we won't pay for the replacement of the undamaged tiles.

## **You're not covered for scorching**

There's no cover for loss or damage caused by scorching. So, if damage is caused by a hot iron being placed face down on a kitchen counter or if a cigarette scorched your carpet, you won't be able to claim for it.

## **You're not covered for damage that's either caused or contributed to by**

- Volume changes in any clay-based soil or in rock, caused by changes in its moisture or water content.
- Scratching, chipping, cracking, denting, biting, tearing or dirtying.
- Rise of the underground water table, or pressure caused by it.
- Defects in the design or construction of the building or where the structure would not have been approved by the relevant local authority at the time of construction.
- Construction, alteration or repairs, defective workmanship or materials.
- A lack of maintenance.

## **You're not covered for vacant, abandoned or illegally occupied properties**

If the property is empty, abandoned or illegally occupied there's no cover for:

- Theft, attempted theft and other intentional acts.
- Fire and explosion.
- Accidental damage.

## You're not covered for a thatch roof

Fire damage to a building that has a thatch roof, or that's partly thatched, will only be covered if it's specifically noted on your policy schedule and an additional premium is charged for it. You need to please ensure that your thatch roof has been treated against any fire hazard.

## You're not covered for theft from unoccupied buildings

Theft is only covered if there are people living in the building, but not when the building is unoccupied for more than 45 days in a row. There must be visible signs of forced entry into or exit from the building. There's also no cover for the theft of fixtures and fittings during alterations and additions at the property, unless the building has been occupied.

## You're not covered for sewerage/waste pipes

There's no cover for leaking, bursting, overflowing or any other damage to sewerage/waste pipes, or any damage as a result thereof.

## You're not covered for

- Damage to retaining walls, unless they're designed and built according to structural engineering specifications.
- Additional underpinning of foundations that's necessary to prevent further damage.

## Optional cover

### Cover more, pay a little more

### Your choice, our pleasure

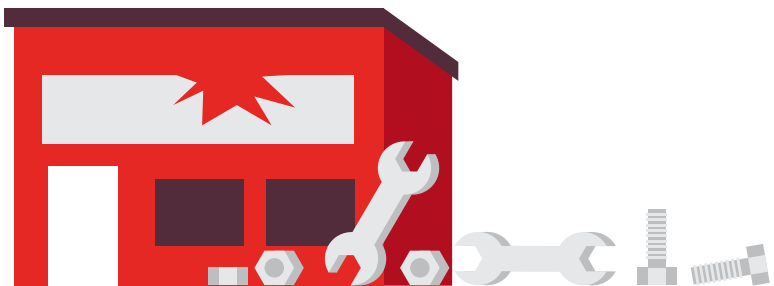
\* **Please note: You may choose to add the following to your basic home owners insurance cover. If you do, it will only be covered if they are separately noted on your policy schedule, and an additional premium is charged for it.**

## Subsidence

You can choose to add cover for damage that's caused to your property by the sinking, or downward movement, of the land that supports it, due to natural shifts or human activity. But there's no cover for damage relating to subsidence caused by:

- Volume changes in clay-based soil or in rock, caused by changes in the moisture levels.
- Excavations, other than mining activities.

- Removal of, or weakening of, pillars.
- Defective design, material and workmanship.
- Normal settlement, shrinkage or expansion of the soil supporting the structures
- The poor compaction of soil used to fill areas under paving and floors.
- Additional underpinning of foundations that's necessary for the repair of the building, or to prevent further damage.
- Any gradual soil movement supporting the structure.



# Motor traders: External



## In a nutshell...

As your motor trading business grows, the risk of loss of, or damage to, your motors increases every time you leave the safety of your premises. That's why we offer cover for the loss of, or damage to, a car or motor that forms part of your motor stock, in any location away from your business premises.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.
- The 'insured vehicle' refers to any motor vehicle or trailer (including the spare wheels and standard issued tools, accessories and spare parts thereon or attached to it):
  - Belonging to you (excluding any vehicles belonging to you and hired or sold under a hire purchase, suspensive sale or other deferred ownership agreement, unless the vehicle is in your custody or control at the time of the insured event).
  - Belonging to another person.
  - Which is in your custody and control.
  - Which forms part of your vehicle stock.

## Choice of cover

### Your choice, our pleasure

In this section you have a choice to cover the insured vehicles noted on your policy schedule for:

- A. Loss or damage
- B. Liability to others

## Basis of insurance

Your premium can be calculated in 1 of the following ways under 'motor traders: external' cover:

### Wages basis

- The insured vehicle must be used for:
  - Business purposes by you, your member, director or employee. Persons not regularly employed by you are not covered.
  - Purposes of tuition, provided that the person being taught to drive is complying with the law in force relating to learner-drivers, and is accompanied by you or your member, director or employee who is fully licensed to drive the vehicle.
  - Purposes of demonstration, which includes driving by the person to whom the insured vehicle is being demonstrated, provided that this person has a valid driver's licence or permit and is accompanied by you or your member, director or employee who is fully licensed to drive the vehicle.
  - Social, domestic and pleasure purposes by any person other than you or your member, director or employee, provided that the person does not have the vehicle in their possession for more than 30 consecutive days.
- You're required to regularly record, in a proper wage register, the:
  - Name of every employee.
  - Wages, salary, commission and other consideration paid to the employee.
  - Date of engagement and discharge of each employee.

### Named driver basis

Only you, your member, director or employee may be persons mentioned under the heading 'named drivers' on your policy schedule.

The insured vehicle must be used for:

- Business purposes by any person mentioned under the heading 'named drivers' on your schedule.
- Purposes of tuition, provided that the person who is taught to drive is complying with the law in force relating to learner-drivers and is accompanied by any person whose name is listed under the heading 'named drivers' on your schedule.
- Purposes of demonstration, which includes driving by the person to whom the insured vehicle is being demonstrated, provided that this person has a valid driver's licence or permit and is accompanied by any person whose name is listed under the heading 'named drivers' on your policy schedule.
- Social, domestic and pleasure purposes by any person other than you or your member, director or employee.

## **Vehicles covered by the king**

### **Motorcycles**

Any 2-, 3- or 4-wheeled motorcycle or motor scooter (including any side car attached to it).

### **Light commercial vehicles**

Vehicles that weigh less than 4,250kg.

### **Medium commercial vehicles**

Vehicles that weigh more than 4,250kg and less than 16,000kg.

### **Heavy commercial vehicles**

Vehicles that weigh more than 16,000kg.

### **Mobile, mechanically propelled plants**

Any tractor, agricultural, horticultural or forestry vehicle, loading or earthmoving equipment, lift truck or mobile crane, and any vehicle (mechanically propelled or otherwise) attached to any of these vehicles for the purpose of being towed or salvaged.

### **Buses**

Any vehicle used for business purposes and designed to seat more than 12 persons, including the driver.

### **Trailers**

Any vehicle without means of self-propulsion, designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted to it.

### **Caravans**

Any vehicle without means of self-propulsion, designed to be drawn by a self-propelled vehicle originally designed for living in, but excluding any parts or accessories not permanently fitted to it.

In the event of any accident involving indemnity to more than 1 person, any limitation by the terms of this section of the amount of indemnity will apply to the aggregate amount of indemnity to all persons indemnified, and this indemnity will apply in priority to you.

## A. Loss or damage

### What's covered by the king

You're covered for damage to any insured vehicle described on your policy schedule and its accessories or spare parts, occurring elsewhere than on any business premises owned or occupied by you.

The insured vehicle must be used in accordance with the terms on your schedule under the heading 'basis of insurance'.

In addition, if the vehicle is disabled following an insured event, we will pay the reasonable cost of securing and removal to the nearest repairers. You may not give instructions for repairs to the vehicle without our prior consent. We will also pay the reasonable cost of delivery to you after these repairs.

#### \* Please note:

- **The amount we will pay for each type of vehicle is the retail value or agreed value of the vehicle. The maximum amount we will pay is noted on your schedule, in respect of the loss or damage arising from any 1 accident or series of accidents, due to or arising out of any 1 event or occurrence.**
- **If any part or accessory needs to be repaired or replaced (following loss or damage insured under Section A) and the part or accessory is unobtainable South Africa, we will pay an amount equal to the value of the part or accessory (including the reasonable cost of freight other than by air) at the time of the accident, but not exceeding the price as stated in the manufacturer's last issued catalogue or price list.**
- **If the vehicle is financed, the payment will be made to the finance company and we will pay you the balance less the excess and any charges in respect of early settlement penalties, additional finance charges, arrear instalments, interest and fines.**

### What's NOT covered by the king

You're not covered for loss or damage:

- Due to the depreciation in value, loss of use, wear and tear, or mechanical or electrical breakdown of the vehicle or accessories, failures or breakages.
- To tyres by application of brakes or by road punctures, cuts or bursts.
- Due to consequential loss.
- Due to defective workmanship or its consequences to vehicles, while in or on the premises noted on your schedule.

- Of springs or shock absorbers, as a result of inequalities of the road or other surface, or due to impact because of these inequalities.
- For more than the amount noted on your policy schedule (after deduction of the excess), in respect of loss or damage to accessories not supplied by the manufacturers of the vehicle when new.

## **B. Liability to others**

### **What's covered by the king**

You're covered for any accidental damage, death, or injury to third parties, caused by, through or in connection with any vehicle noted on your policy schedule, or in connection with the loading and/or unloading of the vehicle, occurring elsewhere than on any business premises owned or occupied by you, which you become legally liable to pay, including claimants' costs and expenses.

You're also covered for:

- Any person who is driving or using the insured vehicle on your order or with your permission, provided that:
  - The person, as though they were insured under this section, adheres to the terms, exceptions and conditions of this insurance in so far as they apply.
  - Any person driving the insured vehicle has not been refused any motor insurance or continuance thereof by any insurer, including us.
  - This cover won't apply in respect of claims made by any member of the same household as this person.
  - The person isn't entitled to indemnity under any other policy, except in respect of any amount not recoverable under that policy.
- Liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer). We're not liable for damage to the towed vehicle or trailer, or to property on or in it.

### **What's NOT covered by the king**

You're not covered for:

- Property belonging to you.
- Damage to property belonging to or held in trust by you, or in your custody or control.
- Damage to property being conveyed by, loaded onto, unloaded from or towed by the insured vehicle.
- Liability covered by any compulsory motor vehicle insurance Act, the Road Accident Fund Act, the Occupational Health and Safety Act, the Compensation for Occupational Injuries and Diseases Act, and any other insurance contract. This exclusion will apply, despite the fact that no insurance under such act is in force or has been effected.



- Liability arising from the operation, demonstration or use of any tool of trade attached to the vehicle (for purposes other than maintenance or repair of the vehicle), or anything manufactured by or contained in the tool. This exclusion won't apply to forklift trucks.
- Liability or damage to any viaduct bridge or weighbridge, or to any road caused by vibration or by the weight of any insured vehicle or load carried by the insured vehicle.
- Liability arising from an incident which isn't insured under Section A.
- Damage to any viaduct bridge or weighbridge, or to any road, caused by vibration or by the weight of any insured vehicle or load carried by the insured vehicle.
- Vehicles being towed by the insured vehicle, unless otherwise agreed and noted on your policy schedule to be included.

## **What's NOT covered by the king: A. Loss or damage and**

### **B. Liability to others**

You're not covered for any liability, loss or damage:

- Where the vehicle:
  - Is being used for purposes other than for social, domestic and pleasure purposes, or for the business or occupation of the insured, as noted on your schedule.
  - Is transporting any hazardous goods or carrying any explosives.
  - Is used for racing or competition.
  - Does not meet the roadworthy requirements as noted by road traffic legislation.
  - Is carrying or towing a load of goods or passengers exceeding the capacity for which it was constructed or licensed to carry.
  - Is being used for any unauthorised purpose by your employee or by any other person with whom the employee is in collusion.
- Incurred outside Namibia, South Africa, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique. You're covered in terms of A. 'Loss or damage' against loss or damage to any vehicle while in transit by sea or air between places in these territories, including loading and unloading incidental to the transit.
- Incurred while any vehicle is being driven by you or any other person with your general consent or knowledge:
  - While under the influence of alcohol or drugs.
  - While not licensed to drive the vehicle.
  - With a licence that is endorsed for drunken or reckless and negligent driving.
  - Unlawfully leaves the scene of an accident.
- Incurred while any vehicle is being driven by, or is under the control by, a person with your general consent or knowledge who does not hold a current valid Professional Driving Permit to drive the vehicle, as required by Namibian legislation. This exclusion applies to all drivers of:
  - Goods vehicles with a Gross Vehicle Mass (GVM) exceeding 3,500kg.
  - Breakdown vehicles.

- Buses.
- Mini-buses with a GVM exceeding 3,500kg or with 12 or more seats (including the driver's seat).
- Motor vehicles conveying persons for reward.
- Motor vehicles conveying more than 12 persons.
- Where the vehicle is in the possession of another party who is selling it on your behalf, except if noted on your schedule.
- Caused intentionally by you, any principal, partner, director or any member of your household, or any of your employees, or which occurs with your knowledge or consent.


## **General items: A. Loss or damage and B. Liability to others**

### **Waiver of subrogation rights**

For the purposes of this section, we waive all rights of subrogation or action, which we have or acquire against any other person covered by this section, and each person will observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this section in so far as they can apply to them. This clause will not apply where the driver of the vehicle at the time of the incident for which you claimed, was under the influence of alcohol, failed a breathalyser test, had a blood alcohol level in excess of the legal limit, or was not licensed to drive that vehicle.

### **Limited cover**

Remember, some cover is always better than no cover at all.

 **Please note: The following are limitations to your cover that you may choose to apply to your basic 'motor traders: external' cover. It will only be valid if it's noted on your policy schedule.**

### **Deletion of a passenger**

We will not be liable under B. 'Liability to others' for injury to any person being carried in or upon, or getting onto or into, or disembarking from, the vehicle.

### **Exclusion of own vehicles**

The expression 'insured vehicle' used in this section doesn't include any vehicles belonging to you or which form part of your vehicle stock.

## Exclusion of demonstration risks

You will not have cover where the vehicle is used for demonstration, including the driving of the vehicle by a person to whom it's being demonstrated.

## Third party only cover

A. 'Loss or damage' does not apply and you only have cover under B. 'Liability to others'.

## Third party fire and theft cover only

Your cover under A. 'loss or damage' is limited solely to loss or damage arising from fire, self-ignition, lightning, explosion, theft or any attempted theft.

## Optional cover: A. Loss or damage and B. Liability to others

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'motor traders: external' cover. If so, it will only be covered if it's separately noted on your schedule and an additional premium is paid.**

## Car hire

You're covered for the provision of a hired car following damage to a vehicle for which you can claim, in addition to the maximum amount noted on your schedule under A. 'Loss or damage'. The car hire period is limited from the date on which the insured incident occurred until the claim is finalised, to a maximum period of 30 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.

You're not covered for:

The fuel deposit, running costs, toll fees, and collection and delivery fees in respect of the hired car, or the excess in the event of a claim for loss of, or damage to, the hired car.

## Credit shortfall

If any total loss amount under A. 'Loss or damage' is less than the amount owing to the finance company under a current instalment sale or lease agreement, we will pay you an additional amount equal to the shortfall, less:

- Any arrear instalments or rentals, including interest payable on arrears, any amounts added to the principle debt after the commencement of the finance agreement, and any early settlement penalties.

- Any refundable amounts added to your finance agreement, over and above the purchase price of the vehicle. This includes insurance premiums, motor warranties and maintenance programmes which must be refunded to you by the company that administers the policy or warranty.
- The credit shortfall on vehicle sound equipment or non-standard vehicle accessories which are not specified on your schedule.
- The increased instalments or rentals that would have been paid, had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- The excess payable under A. 'Loss or damage'.



**Please note:**

- **The maximum amount we will pay is noted on your schedule.**
- **This endorsement will not apply to an agreement where the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% from any other instalment.**
- **This extension to your cover will not apply if the shortfall is as a result of a re-advance under an instalment sale, or refinancing in terms of a lease.**

## **Legal liability of passengers for acts of negligence**

The cover provided under B. 'Liability to others' of this section is extended to cover any person using the insured vehicle, provided that the person:

- Is not personally driving or in control of the insured vehicle.
- Is not covered under any other policy.
- Is not under the influence of intoxicating liquor or drugs.
- Adheres to the terms, exceptions and conditions of this insurance, as if insured by it, in so far as they apply.

## **Loss of keys, sound equipment, parts and accessories**

You're covered for the cost of replacing locks, keys, access cards, sound equipment, vehicle parts and non-factory fitted accessories following loss or damage. The maximum amount we will pay is noted on your schedule.

## **Loss of use of customers' vehicles**

You're covered for the loss incurred following loss of, or damage to, a vehicle belonging to a customer in your custody or control, by an insured incident.

The amount we will pay is limited to the daily limit noted on your schedule. The period is limited from the date on which the insured incident occurred until the claim is finalised, to a maximum period of 45 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.


## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Unauthorised use by employees

You're covered for accident, injury, damage and liability caused while the vehicle is being driven or used for any unauthorised purpose, by your employee or by any other person with whom your employee is or was acting in collusion.

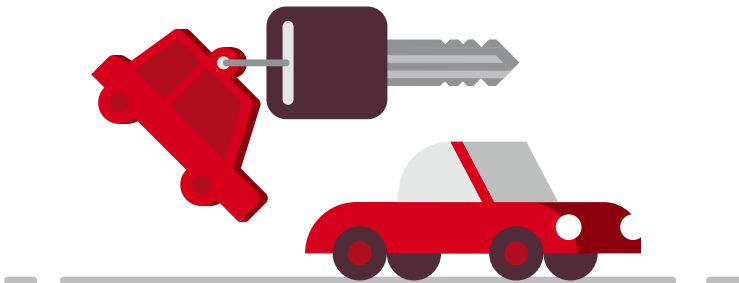
## Use for social, domestic and pleasure purposes

You're covered whilst any insured vehicle is being used for social, domestic and pleasure purposes, if insured according to the:

- Wages basis: By you or your member, director or employee, or
- Named basis: By you or your member, director or employee mentioned under the heading 'named drivers' on your policy schedule.

## Vehicle sold on your behalf

Your cover under 'A. Loss and damage' is extended to include the loss of, or damage to, the insured vehicle by a defined event while it's in the possession of another party who is selling it on your behalf.



# Motor traders: Internal



## In a nutshell...

When you're a wheeler-dealer, your financial success depends on the safety of your motors. But what does this mean for your business? Well, it means that you need really good insurance in case of an unfortunate incident. With King Price, you're covered for damages that you're liable to pay following an incident that involves a client's car or motors in your stock. And, we do it at a really good price, too.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.
- The 'insured vehicle' refers to any motor vehicle or trailer (including the spare wheels and standard issued tools, accessories and spare parts thereon or attached to it) belonging to you or belonging to another person, which is in your custody and control, or which forms part of your vehicle stock.
- In the event of any accident involving indemnity to more than 1 person, any limitation by the terms of this section of the amount of indemnity will apply to the aggregate amount of indemnity to all persons indemnified, and this indemnity will apply in priority to you.

## Choice of cover

### Your choice, our pleasure

**In this section you have a choice to cover the vehicles noted on your policy schedule for:**

- A. Loss or damage**
- B. Liability to others**

## **Section A. Loss or damage**

### **What's covered by the king**

You're covered for damage to any insured vehicle described on your policy schedule (and its accessories or spare parts), occurring on the premises owned or occupied by you.

The amount we will pay for each type of vehicle is the retail value, or agreed value, of the vehicle. The maximum amount we will pay is noted on your schedule, in respect of the loss or damage arising from any 1 accident or series of accidents, due to or arising out of any 1 event or occurrence.

If any part or accessory needs to be repaired or replaced (following loss or damage insured under A. 'Loss or damage') and the part or accessory is unobtainable in Namibia, we will pay an amount equal to the value of the part or accessory (including the reasonable cost of freight other than by air) at the time of the accident, but not exceeding the price as stated in the manufacturer's last issued catalogue or price list.

If the vehicle is financed, a payment will be made to the finance company first, and we will pay you the balance, less the excess, and any charges in respect of early settlement penalties, additional finance charges, arrear instalments, interest and fines.

### **What's NOT covered by the king**

You're not covered for:

- The depreciation in value, loss of use, wear and tear, or mechanical or electrical breakdown of the vehicle or accessories, failures or breakages.
- Damage to tyres caused by application of brakes, or by road punctures, cuts or bursts.

## **B. Liability to others**

### **What's covered by the king**

You're covered for any accidental damage, death, or injury to third parties, occurring on the premises (caused by any vehicle described in your schedule) which you become legally liable to pay, including the claimant's costs and expenses. The maximum amount we will pay is specified on your schedule.



## **What's NOT covered by the king**

You're not covered for:

- Property belonging to you.
- Death, injury or illness of, or the property of, your employee employed by you and acting in the course of the business.
- Liability covered by any compulsory motor vehicle insurance legislation.
- Injury to any person being carried in or upon, or entering or getting onto or off of, any motorcycle, motor scooter, side car or trailer.
- Injury to any person who is a member of your household, or their property.
- Damage to property:
  - Belonging to you.
  - Held in trust by you.
  - Being in your custody or control.
  - Being conveyed by being loaded onto or unloaded from the vehicle.

## **What's NOT covered by the king: A. Loss or damage and B. Liability to others**

You're not covered for any liability, loss or damage:

- Directly or indirectly caused by fire, explosion or lightning, except where the damage is caused by fire or explosion resulting directly from the possession of any motor vehicle.
- As a result of theft or housebreaking, or any attempted theft or housebreaking.
- To any vehicle or any other property while it is being worked on, and directly resulting from this work.
- Arising from any defective workmanship or any consequence of it.
- Caused by any demolition or structural alteration to the premises, or by the installation of any equipment.
- Resulting from the driving of the insured vehicle elsewhere than on the premises.
- To the insured vehicle caused by weather conditions.
- Caused by the use of power-driven cranes, elevators, lifts or hoists.
- Caused intentionally by you, any principal, partner, director or any member of their households, or any of your employees, or which occurs with your knowledge or consent.

## **General items: A. Loss or damage and B. Liability to others**

### **Waiver of subrogation rights**

For the purposes of this section, we waive all rights of subrogation or action that we have or acquire against any other person covered by this section, and each person will observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this section in so far as they can apply to them.

This clause will not apply where the driver of the vehicle (at the time of the incident for which you claimed) was under the influence of alcohol, failed a breathalyser test, had a blood alcohol level in excess of the legal limit, or was not licensed to drive that vehicle.

## Limited cover

Remember, some cover is always better than no cover at all.

\* **Please note: The following are limitations to your cover that you may choose to apply to your basic 'motor traders: internal' cover. It will only be valid if it's noted on your policy schedule.**

## Deletion of a passenger

We will not be liable under B. 'Liability to others' for injury to any person being carried in or upon, or getting onto or into, or disembarking from, the vehicle.

## Third party only cover

A. 'Loss or damage' doesn't apply and you only have cover under B. 'Liability to others'.

## Optional cover: A. Loss or damage and B. Liability to others

### Cover more. Pay a little more

**You may choose to add the following options to your basic 'motor traders: internal' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.**

## Car hire

You're covered for the provision of a hired car following damage to a vehicle for which you can claim, in addition to the maximum amount noted on your schedule under A. 'Loss or damage'. The car hire period is limited from the date on which the insured incident occurred until the claim is finalised, to a maximum period of 30 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.

You're not covered for:

The fuel deposit, running costs, toll fees, or collection and delivery fees in respect of the hired car, or the excess in the event of a claim for loss of, or damage to, the hired car.

## **Car hoists**

You're covered for any liability, loss or damage caused by the use of power-driven car hoists, having a lift not exceeding 2 metres.

## **Credit shortfall**

If any total loss amount under A. 'Loss or damage' is less than the amount owing to the finance company under a current instalment sale or lease agreement, we will pay you an additional amount equal to the shortfall, less:

- Any arrear instalments or rentals, including interest payable on arrears, any amounts added to the principle debt after the commencement of the finance agreement, and any early settlement penalties.
- Any refundable amounts added to your finance agreement, over and above the purchase price of the vehicle. This includes insurance premiums, motor warranties and maintenance programmes which must be refunded to you by the company that administers the policy or warranty.
- The credit shortfall on vehicle sound equipment or non-standard vehicle accessories which are not specified on your schedule.
- The increased instalments or rentals that would have been paid, had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled.
- The excess payable under A. 'Loss or damage'.

Provided that:

- The maximum amount we will pay is noted on your schedule.
- This endorsement will not apply to an agreement where the amount of any single instalment, other than the final residual amount after the initial payment, differs by more than 10% from any other instalment.
- This extension to your cover will not apply if the shortfall is as a result of a re-advance under an instalment sale, or refinancing in terms of a lease.

## **Loss of keys, sound equipment, parts and accessories**

You're covered for the cost of replacing locks, keys, access cards, sound equipment, vehicle parts and non-factory fitted accessories following loss or damage. The maximum amount we will pay is noted on your schedule.

## **Loss of use of customers' vehicles**

You're covered for the loss incurred following loss of, or damage to, a vehicle belonging to a customer in your custody or control, by an insured incident.

The amount we will pay is limited to the daily limit noted on your schedule. The period is limited from the date on which the insured incident occurred until the claim

is finalised, to a maximum period of 45 days. A claim is considered finalised once payment has been made to you or the vehicle has been repaired.


## Riot and strike

You're covered for loss of, or damage to, the insured property, due to:

- Civil commotion, labour disturbance, riot, strike or lockout.
- The act of any lawfully established authority in controlling, preventing, suppressing, or in any other way dealing with, any occurrence referred to above.

You're not covered:

- Where the damage occurs within South Africa or Namibia, unless specific 'riot and strike' cover has been obtained.
- For consequential loss of any nature, other than loss of rent or the cost of alternative accommodation.
- For loss due to the detention or confiscation of money by any lawfully constituted authority.
- For damage or loss caused by stoppage, slowing down or the interruption of work or any process.
- For loss due to war, acts of a foreign enemy, warlike operations (whether war be declared or not) or civil war.
- For loss due to a military uprising or usurped power, martial law, rebellion or revolution that determines the proclamation or maintenance of martial law.
- For loss due to any act (whether on behalf of any organisation, body, person or group of persons) calculated to overthrow or influence any state, government, provincial, local or tribal authority with force, fear, terrorism, violence or protest against them.
- For loss due to any act that is calculated to bring about loss or damage in order to further any political aim, to bring about any social or economic change.
- For loss due to any act of terrorism including the use, or threat of use, of force or violence by any person or group (whether acting alone or on behalf of another), with the intention to influence any government or to inspire fear in the public.
- For loss due to the act of any lawful authority in any other way dealing with any occurrence referred to in any of the clauses above.

 **Please note: If your claim is rejected because we say that 1 or more of these exclusions applies, the onus is on you to prove the contrary.**

## Work away from premises

'Premises' includes any premises at which you're performing work, provided that this premises is not under your control.

# Machinery breakdown



## In a nutshell...

Machines are an integral part of any manufacturing or production process. Without them, you'll find it hard to be productive if this is the business you're in. Luckily, King Price can fix you up with machinery breakdown cover that'll have you going again in no time at all. Our machinery breakdown insurance provides cover for unforeseen and sudden damage to the insured machinery on your premises.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## What's covered by the king

### Damage to property

You're covered for unforeseen and sudden fortuitous physical damage to the insured property, for its replacement value, market value or agreed value, whilst on the premises, from any cause not specifically excluded.

The damage must occur while the property is:

- At work or at rest.
- Being dismantled or subsequently re-erected for the purpose of cleaning, inspection, repair, overhaul, removal to another position within the premises, or in the course of these operations.

The damage must be caused by, but isn't restricted to:

- Defects in casting or material.
- Faulty design.
- Faults at workshop or in erection.
- Bad workmanship, lack of skill or carelessness.

- Shortage of water in boilers.
- Physical explosion.
- Tearing apart on account of centrifugal force.
- Short circuit.
- Any other cause not specifically excluded.

Provided that this cover will only apply to the insured property after successful completion of the performance acceptance tests, whether the property is:

- At work or rest.
- Being dismantled for the purpose of cleaning or overhauling, or in the course of the aforesaid operations themselves.
- Being shifted within the premises.
- Being subsequently re-erected.

## **What's NOT covered by the king**

You're not covered for:

- Direct or indirect loss of, or damage to:
  - Exchangeable tools (for example dies, moulds or engraved cylinders).
  - Parts that by their use or nature suffer a high rate of wear and tear (for example, but not limited to, refractory linings or crushing hammers).
  - Objects made of glass, belts, ropes, wires, rubber tyres, and operating media (for example lubricants, fuels or catalysts).
- Loss or damage caused by events as covered under the king's 'fire' section.
- Loss or damage for which a supplier, contractor or repairer is responsible, either by law or under contract.
- Loss or damage caused directly or indirectly by any faults or defects which you had knowledge of at the time of commencement of this section, whether these faults or defects were known to us or not.
- Loss or damage as a direct consequence of the continual influence of operation (for example, but not limited to, wear and tear, cavitation, erosion, corrosion, rust or boiler scale).
- Damage resulting from the misapplication of tools or from experiment, overhauls or tests requiring the imposition of abnormal conditions.
- Loss or damage as a result of theft or attempted theft.

### **By 'new property insured' we mean**

New property means property purchased no more than 3 years prior to the insured event. Upgrades, enhancements as well as the age of the property will be taken into consideration to determine the covered amount.

### **By 'market value' we mean**

The current-day purchase price of used property of equal performance or capacity and of similar condition to the property lost or damaged. Where no similar property is available, market value is calculated by deducting from the current new replacement value of the nearest equivalent property, an amount representing:


- 20% for the first year after the date of purchase, and
- 10% per year for each succeeding year.

This is subject to a minimum indemnity of 40% of the current new replacement value of the nearest equivalent property.

### **By 'partial loss' we mean**

If the property insured suffers damage that can be repaired, the amount payable will be calculated based on the expenses incurred to restore the damaged property to its former working condition, provided that:

- The value of damaged parts which can be used will be deducted.
- The costs of any alteration, addition, improvement or overhaul carried out at the time of repair, are not recoverable under this section.
- If, without our consent, necessary temporary repairs are carried out by you in the interests of safety or to minimise further loss or damage to the property, the cost of temporary repairs will be borne by us. In the event that the temporary repairs aggravate the loss or cause additional loss or damage to the property, any additional costs so incurred, or consequence arising from these repairs, will be for your account.
- Where the damage is restricted to a part or parts of an insured item, we will not be liable for an amount greater than the value of such part/s.

 **Please note: If the repairs are executed at a workshop owned by you, we will pay the reasonable costs of materials and wages incurred for the purposes of the repairs, plus a reasonable percentage to cover overhead charges.**

### **By 'total loss' we mean**

#### **New property that is totally lost or destroyed**

The amount payable will be calculated based on the cost of replacing or reinstating with property on the same site of equal performance or capacity, or having the nearest equivalent performance or capacity, provided that:

- The work of replacement or reinstatement (which may be carried out upon another site subject to our liability not being increased) must commence and be carried out within a reasonable time.
- We will only be liable for payment once expenditure has been incurred by you in replacing or reinstating the property.

### **Property not new or not totally lost or destroyed**

The amount payable will be calculated based on the market value of the property insured immediately before the loss or damage. At our option, the property will be regarded as totally destroyed if the cost of a partial loss is equal to or exceeds its market value immediately before the damage.

## **General items and special conditions**

### **Additional cover**

The additional cover provided under this section is subject to the sums insured, as noted on your schedule opposite the applicable item, and where appropriate, including dismantling, re-erection, transportation, removal of damaged property insured and, where applicable, importation duties and value added tax.

### **Architects and other professional fees**

Professional fees required for the reinstatement or replacement of the property, limited to a maximum amount of 25% of the sum insured, as noted on your policy schedule.

### **Average**

If the property is collectively of greater value than its sum insured, then you're considered as being your own insurer for the difference, and you will bear a rateable share of the loss accordingly. Every item, if more than 1, will be separately subject to this condition.

### **Capital additions**

This clause will cover alterations, additions and improvements to the property for an amount not exceeding 25% of the sum insured. You must please advise us of such alterations, additions and improvements as soon as possible, to be covered for them.

### **Clearing costs**

The reasonable and necessary costs for the demolition or dismantling of the property, removal of debris, erecting and maintaining hoardings and other similar structures required during demolition, dismantling, debris removal and reconstruction, to a maximum of 15% of the claimed amount.

### **Express delivery and overtime**

The reasonable and necessary additional costs for express delivery, airfreight, overtime, and Sunday and holiday rates of wages payable for the repairs or replacement. The maximum amount we will pay is 50% of the amount which the repair or replacement would have cost, if these additional costs had not been incurred.



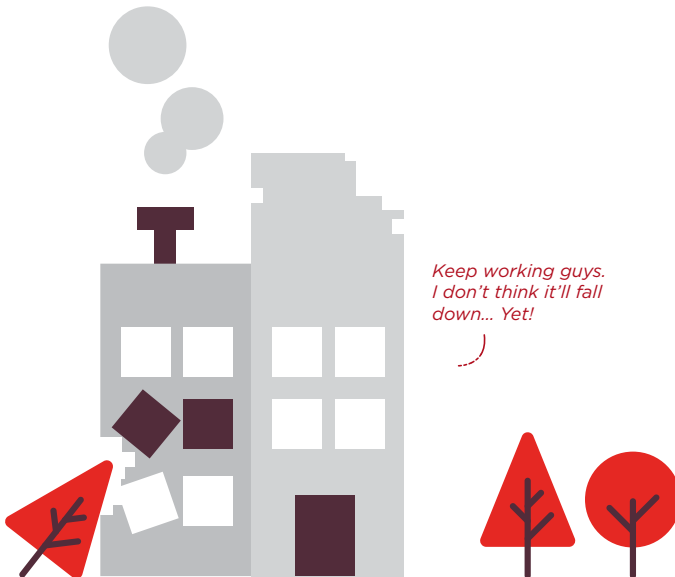
## Manufacturer's specifications

You must, at all times, fully observe:

- The manufacturer's instructions for the operation, inspection and maintenance of the insured property.
- Government regulations.
- Statutory regulations.
- Municipal regulations.
- All other binding regulations in force concerning the operation and maintenance of the insured property.

## Operation of damaged property

Your cover will cease if the insured property is kept in operation after a claim, without being repaired to our satisfaction, or if temporary repairs are carried out without our consent.



# Machinery breakdown: Deterioration of stock



## In a nutshell...

With King Price, you won't have any shortage of cover for what happens when the lights go out. You can trust us to be reliable when it comes to protecting your business in the event of goods deterioration due to certain unplanned incidents.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.
- You're only covered under this section if a valid claim is submitted under and paid out by the 'Machinery breakdown' section of this policy.

## What's covered by the king

You're covered for the deterioration of the goods described on your schedule, inside the refrigeration chamber/s at your premises, from any event not specifically excluded, resulting from the:

- Unforeseen physical loss of, or damage to, the machinery specified in and covered by the 'Machinery breakdown' section of this policy.
- Contamination by refrigerant, as a result of physical damage to the refrigeration installation.
- Sudden and unforeseen interruption of the public power supply at the terminal ends of the supply authorities' service feeders at the premises.

You're covered under this section, provided that:

- The refrigeration machinery is covered under the 'Machinery breakdown' section of this policy.
- The insured refrigeration machinery is connected to an automatic alarm system in an attended location.

- The stock is not stored in 'controlled atmosphere' chambers.
- The goods are stored in the refrigeration chambers at the time of the loss or damage.
- You maintain daily stock records in which the type, quantity and value of the goods stored, and the beginning and end of the storage period, are entered separately for each refrigeration chamber.
- A firm arrangement is made for competent specialists to maintain and adjust the machinery at regular intervals, or for the machinery to be maintained by your own maintenance personnel.
- Written records of inspections and repairs are kept.

## **What's NOT covered by the king**

You're not covered for:

- A sudden and unforeseen interruption of the public power supply caused by:
  - Load shedding.
  - A deliberate act by you or any public supply authority.
  - Drought or shortage of fuel at any power station.
- Loss (arising within the no-claim period noted on your schedule) of goods stored in the refrigeration chambers due to deviation from the prescribed refrigeration temperature, unless:
  - Deterioration is caused by contamination, as a result of leakage of refrigerant.
  - Deterioration is caused by accidental freezing of goods.
  - Fresh goods that have not yet reached the prescribed refrigeration temperature are affected by it. The no-claim period is the time period immediately following cessation of cooling during which, with the storage room left sealed, no deterioration takes place.
- Loss to the goods stored, arising as a result of shrinkage, inherent defects or diseases, natural deterioration or natural putrefaction.
- Loss arising directly or indirectly from improper storage, damage to packing material, insufficient circulation of air, or non-uniformity of temperature.
- Loss caused directly or indirectly by temporary repair carried out, without your consent, on the refrigeration machinery.
- Penalties for delay, consequential loss, damage or liability of any nature whatsoever.
- Loss or damage caused by your wilful act, or wilful negligence of your representatives.

## Optional cover

### Cover more. Pay a little more

You may choose to add the following option to your basic 'machinery breakdown: deterioration of stock' cover. If so, it will only be covered if it's separately noted on your policy schedule and an additional premium is paid.

### Contamination and pollution of wine stock

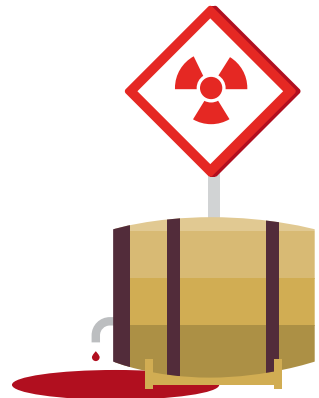
You're covered for the sudden and accidental pollution of wine (including packaging) arising from:

- Destruction on the grounds of health hazard or any order of government or local authority.
- Sudden and unforeseen electrical and/or mechanical damage to the controlled environment system.
- Malfunction of the controlled environment system.
- Escape of refrigerant or contamination of the property insured.
- Failure of the supply of electricity.
- Error and/or omission of any of the insured's employees.
- Failure of the refrigeration units or cold stores to operate at their normal efficiency.

Provided that:

- The maximum amount we will pay is noted on your schedule.
- We will not be liable for consequential loss or liability due to or arising from the deterioration or putrefaction of the goods.

\* **Please note: For the purpose of this cover, the basis of valuation in respect of wine is deemed to be the selling price.**



# Machinery breakdown: Business interruption



## In a nutshell...

All businesses rely on some form of equipment and most insurers cover this. However, some insurers forget to cover the financial loss that businesses can suffer if this machinery breaks down and your business activities are interrupted. With the king's cover, your gross profit, gross rentals and increase in cost of working are insured... Just as long as the machinery that breaks down is also insured with us.

## Remember...

- You will need to pay the excess noted on your policy schedule, if you claim under this section.
- You need to tell us of any changes to the insured property that will affect the premium, the cover we provide, or any conditions that we may apply.
- The maximum amount we will pay for any claim is noted on your policy schedule, unless otherwise provided for in this section.
- Refer to the 'general' section for more about these and other provisions that apply to this section.

## Choice of cover

### Your choice, our pleasure

**Under this section you can choose to cover:**

**A. Gross profit:**

- Difference basis
- Additions basis

**B. Gross rentals**

**C. Additional increase in cost of working**

## What's covered by the king

### Financial loss

You're covered for your financial loss due to the interruption of or interference with your business activities, following an incident causing loss or damage to any machinery that's:

- Covered by the king's 'Machinery breakdown' section.
- Noted on your 'Machinery breakdown' policy schedule.
- Used by you at the premises, for the purpose of the business.

#### By 'incident' we mean

The unforeseen and sudden, physical damage to the machinery described in the machinery breakdown schedule, from any cause as provided under the king's 'machinery breakdown' cover of this policy (covering the item against damage).

#### By 'gross profit' we mean

Where you sell or deliver goods, or render a service in the course of your business:

- You're covered for the amount by which the rate of gross profit, which you earned in the previous financial year on your standard turnover, is reduced as a result of an insured event.
- Your standard turnover is the turnover you make in the 12 months immediately before the insured event occurred. If you have not yet been in business for a period of 12 months before the insured event occurs, we will use the number of months you have been in business.
- Adjustments to your standard turnover to provide for trends, variations and other circumstances which would have affected your business before or after, but for the insured event, will be made.
- We will also take into account that a reduction in your standard turnover can be postponed, or that your standard turnover can be maintained, from using accumulated stock or the proceeds of the sale of salvage.
- At premises other than the premises noted on your schedule, for the benefit of your business either by yourself or by others on your behalf, the money paid or payable for these sales or services will be considered in arriving at the turnover.

Where you process or manufacture goods in the course of your business:

- You're covered for the amount by which the rate of gross profit, which you earned in the previous financial year on your standard output, is reduced as a result of an insured incident.
- Your standard output is the sale or transfer value, as shown in your books, of the goods processed or manufactured in the 12 months immediately before the insured incident occurred. If you haven't yet been in business for a period of 12 months before the insured incident occurs, we will use the number of months you have been in business.

- Adjustments to your standard output to provide for trends, variations and other circumstances which would have affected your business before or after, but for the insured event, will be made.
- If goods are processed or manufactured at premises other than the premises noted on your schedule, for the benefit of your business either by yourself or by others on your behalf, the sale or transfer value of these goods will be considered in arriving at the output.

**By ‘net profit’ we mean**

The net trading profit (exclusive of all capital receipts and accretions and all outlay properly chargeable to capital) resulting from the business of the insured at the premises, after due provision has been made for all standing and other charges including depreciation, but before the deduction of any taxation chargeable on profits.

**By ‘insured standing charges’ we mean**

As specified on your schedule, the words and expressions used shall have the meaning usually given to them in the books of accountancy of the insured.

**A. Gross profit**

**Difference basis**

The amount by which the sum of the turnover and the amount of the closing stock does not exceed the sum of the amount of the opening stock and the amount of the uninsured costs. The amount of the opening and closing stocks will be calculated in accordance with the insured’s normal accountancy methods, due provision being made for depreciation.

The cover under this section is limited to loss of gross profit due to a reduction in turnover and an increase in cost of working, and the amount payable as indemnity will be:

- In respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the period shall, in consequence of the damage, fall short of the standard turnover.
- In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.
- Less any sum saved during the indemnity period, in respect of such of the charges and expenses of the business payable out of gross profit as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the

sum produced by applying the rate of gross profit to the annual turnover, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover, where the maximum indemnity period exceeds 12 months.

### **Additions basis**

The sum produced by adding to the net profit the amount of the insured standing charges or, if there's no net profit, the amount of the insured standing charges less such proportion of any net trading loss as the amount of the insured standing charges bears to all the standing charges of the business.

The cover under this section is limited to loss of gross profit due to a reduction in turnover and an increase in cost of working, and the amount payable as indemnity will be:

- In respect of reduction in turnover, the sum produced by applying the rate of gross profit to the amount by which the turnover during the indemnity period shall, in consequence of the damage, fall short of the standard turnover.
- In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the reduction in turnover which, but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the sum produced by applying the rate of gross profit to the amount of the reduction thereby avoided.
- Less any sum saved during the indemnity period, in respect of such of the insured standing charges as may cease or be reduced in consequence of the damage, provided that the amount payable shall be proportionately reduced if the sum insured in respect of gross profit is less than the sum produced by applying the rate of gross profit to the annual turnover, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual turnover, where the maximum indemnity period exceeds 12 months. If any standing charges of the business are not insured under this section, then in computing the amount recoverable hereunder as increase in cost of working, that proportion only of the additional expenditure will be brought into account which the sum of the net profit and the insured standing charges bears to the sum of the net profit and all the standing charges.





**Please note:**

- **You're covered for the insured period that you have chosen and that has been noted on your schedule.**
- **You'll be covered to the maximum insured amount that you have chosen and that is noted on your schedule, unless stated otherwise. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice from your broker when choosing this amount.**
- **The amount we pay will be reduced by any amount for charges or expenses you saved or didn't pay out of your revenue, as a result of the occurrence of the insured incident.**
- **If you trade at branches (including departments or divisions) and financial information can be determined independently for each branch, then this cover will apply separately to each branch.**
- **For the purposes of average, where applicable, if the sum insured you have chosen is less than the total of the revenue of all branches, then the amount we pay will be proportionately reduced, even though other branches have not been affected by the insured incident.**

## **B. Gross rentals**

The insurance under this item is limited to loss of gross rentals and an increase in cost of working. The amount payable as indemnity will be:

- In respect of loss of gross rentals, the amount by which the gross rentals during the indemnity period will, in consequence of the damage, fall short of the standard gross rentals.
- In respect of increase in cost of working, the additional expenditure necessarily and reasonably incurred for the sole purpose of avoiding or diminishing the loss of gross rentals, which but for that expenditure, would have taken place during the indemnity period in consequence of the damage, but not exceeding the amount of the loss of gross rentals thereby avoided.
- Less any sum saved during the indemnity period in respect of such of the charges and expenses of the business payable out of gross rentals as may cease or be reduced in consequence of the damage, provided that the amount payable will be proportionately reduced, if the sum insured in respect of gross rentals is less than the annual gross rentals, where the maximum indemnity period is 12 months or less, or the appropriate multiple of the annual gross rentals, where the maximum indemnity period exceeds 12 months.

## C. Additional increase in cost of working

The insurance under this item is limited to reasonable additional expenditure (not recoverable under other items), incurred with the consent of the insurer during the indemnity period, in consequence of the damage, for the purpose of maintaining the normal operation of the business.



### Please note:

- **You're covered for the insured period that you have chosen and that has been noted on your schedule.**
- **You'll be covered to the maximum insured amount that you have chosen and that is noted on your schedule, unless stated otherwise. The insured amount you choose must be sufficient to cover your potential loss. You're encouraged to seek advice from your broker when choosing this amount.**
- **The amount we pay will be reduced by any amount for charges or expenses you saved or didn't pay out of your revenue, as a result of the occurrence of the insured incident.**

## What's NOT covered by the king

You're not covered for:

- Direct or indirect loss of, or damage to:
  - Exchangeable tools (e.g. dies, moulds or engraved cylinders).
  - Parts that, by their use or nature, suffer a high rate of wear and tear (e.g. but not limited to, refractory linings and crushing hammers).
  - Objects made of glass, belts, ropes, wires, rubber tyres, and operating media e.g. lubricants, fuels or catalysts).
- Loss or damage caused by events, as covered under the king's 'fire' section.
- Loss or damage for which a supplier, contractor or repairer is responsible, either by law or under contract. If we allege that, by reason of this provision, any loss or claim is not covered by this section, the burden of proving the contrary will rest on you.
- Loss or damage caused directly or indirectly by any faults or defects which you had knowledge of at the time of commencement of this section, whether these faults or defects were known to us or not.
- Loss or damage, as a direct result of the continual influence of operation (e.g. but not limited to, wear and tear, cavitation, erosion, corrosion, rust or boiler scale).
- Damage resulting from the misapplication of tools or from experiment, overhauls or tests requiring the imposition of abnormal conditions.
- Shortage, destruction, deterioration of, or damage to, raw materials, semi-finished or finished products or other materials required for proper operation, even if the consequence of material damage to an item described in the list under the heading 'list of machinery and plant' on your schedule of this section is involved.

- Any restrictions on reconstruction or operation imposed by any public authority.
- Repairing or replacing destroyed or damaged machinery, if you do not have sufficient capital.
- Loss of, or damage to, machinery, mechanical installations and their additional installations or other items, which are not described in the list under the heading 'list of machinery and plant' on your schedule of this section, even if the consequence of material damage to an item described in this list is involved.
- Loss of business due to causes such as suspension, lapse or cancellation of a lease, licence or order that occurs after the date when the machinery and plant affected by an incident is again in operating condition and the business could have been resumed if the lease, licence or order had not been suspended, lapsed or cancelled.
- We will not be liable under this section in respect of the prolongation of any period of interruption of, or interference with, the business resulting directly or indirectly from the operation of:
  - Any gazetted law of Namibia, including any exchange control regulation directed against any other country.
  - Any law of a foreign country or international law directed against Namibia.
  - Any economic sanctions, conventions, trade embargoes, boycotts, strikes or actions directed against Namibia, other than occurring within the borders of Namibia.



**Please note: If we allege that any of the above clauses are applicable, the burden of proving the contrary will rest on you to prove your claim.**

## General items and provisions

### Accumulation of stocks

In assessing any loss, we will take an equitable allowance into account if any shortage in turnover due to the accident is postponed by reason of turnover being temporarily maintained from accumulated stocks of finished goods in warehouses or depots during the period of cover. Any additional expenditure incurred in replacing these stocks will be regarded as increase in cost of working, as defined.

### Additions, alterations and improvements


You're not covered in respect of any part of an interruption or interference due to additions, alterations or improvements being effected to the damaged item when repaired. The period of cover will exclude any time deducted by virtue of this clause.

## Department clause

If the business is conducted in departments (the independent trading results of which are ascertainable), cover will apply separately to each department affected by the accident, except that if the sum insured by the said item is less than the aggregate of the sums produced by applying the rate of gross profit for each department of the business (whether affected by the accident or not) to the relative annual turnover thereof, the amount payable will be proportionately reduced.

## Indemnity period

The period during which the results of the business shall be affected in consequence of the accident, beginning the number of hours/days shown in the schedule after the occurrence of the accident, and ending not later than the expiry of the period shown on the schedule after such occurrence.

 **Please note: Cover under this section will cease if the business is wound up or carried on by a liquidator or judicial manager, or is permanently discontinued, except with our written agreement.**

## Premium rebate

In the event of the gross profit earned during the accounting period of 12 months (most nearly concurrent with any period of insurance as certified by your professional accountants) being less than the sum insured, a pro rata return of premium, not exceeding 50% of the premium paid, will be made in respect of the difference. Where the indemnity period exceeds 12 months, the amount of gross profit will, for the purpose of this calculation, be adjusted in the proportion which the indemnity period bears to 12 months.

## Professional accounts report

Any particulars or details (contained in your books of account, or other business books or documents) which may be required by us for the purpose of investigating or verifying any claim, may be produced by professional accountants, if at the time they're regularly acting as such for you, and their report will be considered prima facie evidence of the particulars and details to which the report relates.

## Reinstatement of loss

The sum insured will not be reduced by the amount of any loss, but you will pay an additional premium on the amount of such loss pro rata from the date of the accident to the anniversary of the cover.

## Sales and services

If, during the period of insurance, goods are sold or services are rendered elsewhere than at the premises for the benefit of the business either by you or by others on your behalf, the money paid or payable in respect of such sales or services will be brought into account in arriving at the turnover during the period of cover.

## Standby machinery

You warrant that any item of plant or machinery insured, against which the word 'standby' appears on your schedule, will be maintained as standby machinery available for immediate use in the event of the failure of the plant or machinery to which it's a standby.



# Contact us

## If you need answers... Get in touch

Policy admin line	+264 83 600 7000
Email	<a href="mailto:business@kingprice.co.na">business@kingprice.co.na</a>
Online	<a href="http://kingprice.co.na">kingprice.co.na</a>
Submit a claim	<a href="mailto:claims@kingprice.co.na">claims@kingprice.co.na</a>

**For either complaints or compliments, you can email the king directly,  
[king@kingprice.co.na](mailto:king@kingprice.co.na)**

# Notes

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