

BUSINESS ALL RISKS

Defined events

Loss of or damage to the whole or part of the property described in the schedule while anywhere in the world by any accident or misfortune not otherwise excluded, provided that:

You shall be responsible for the first amount payable stated in the schedule in respect of each and every event **except a claim resulting from fire, lightning or explosion.**

Specific exceptions

We shall not be liable for:

1. loss of or damage to property resulting from or caused by
 - a. theft from any unattended vehicle in Your custody or control or any principal, partner, director or employee of Yours unless the property is contained in a concealed compartment and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit
 - b. its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration
 - c. inherent vice or defect, vermin, insects, damp, mildew or rust
 - d. the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others
 - e. detention, confiscation or requisition by customs or other officials or authorities
 - f. breakage of articles of a brittle nature, unless such breakage is caused by burglars, thieves or fire
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind
5. loss of or damage to goods consigned under a bill of lading.
6. loss or damage to tools by theft or any attempt there at from any contract site or any other premises (including the insured's premises) after normal business hours unless the property insured is contained in a securely locked building and the loss is accompanied by forcible, visible and violent entry into or exit from the building containing the property insured. **Loss by theft which is not identifiable with a specific incident of theft.**

Specific conditions

Average

If the total value of property insured which is not separately and individually specified is, at the time of the happening of any loss or damage to such property, of greater value than the sum insured thereon, You shall be considered as being his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each item of the schedule covering such property shall be separately subject to this condition.

Replacement value condition (if stated in the schedule to be included)

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

the replacement of the property by similar property in a condition equal to, but not better nor more extensive than, its condition when new

or

the repair of the property to a condition substantially the same as, but not better than, its condition when new provided that if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair exceeds the sum insured thereon at the commencement of the loss or damage, then You shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly.

Specific extensions

Increase in cost of working extension (if stated in the schedule to be included)

The insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

Riot and strike extension (if stated in the schedule to be included)

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

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

provided that this extension does not cover:

- a. loss or damage occurring in the Republic of South Africa or Namibia
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- c. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- d. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- e. loss or damage related to or caused by any occurrence referred to in general exception 1 A, b, c, d,
- f. or f, of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If We allege that, by reason of provisos a, b, c, d or e loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

Specific condition

This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.

Burglar alarm warranty

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

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