

## ALL RISKS

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### Definitions

- 1.1 **'The Insured'** means the person or legal entity in whose name this policy is issued and members of the Insured's immediate family normally resident with the Insured
- 1.2 **'Building'** means the residence, its outbuildings and garages all situate at the address shown in the schedule
- 1.3 **'Property'** insured means household goods, personal effects which belong to the Insured and includes the contents of the Insured's office.
- 1.4 **Sum insured** means the amount stated in the schedule for the All Risks section.
- 1.5 **Employee** – (a) any person employed under a contract of service or apprenticeship with the Insured;  
(b) any person engaged by or on behalf of the Insured to perform a contract constituting the provision of labour only, for the purpose of carrying out the day-to-day operations of the Business
- 1.6 **Premise(s)** means that area of the property described in the schedule which is demarcated in terms of the Title Deed for that erf.

### Insured Events

Accidental Loss or damage to the property shown in the schedule being:

- 1 Unspecified All Risks comprising
- (a) clothing (other than furs)
- (b) personal effects being items
- (i) normally worn or designed to be carried on or by a person
- (ii) normally worn or used by a person, including whilst participation in sport or exercise,
- but excluding items which are to be individually specified such as jewellery, precious or semi-precious metals and stones, curiosities, books, items of art, contact lenses, glasses, sunglasses, hearing aids, dentures, prosthesis, pedal cycles, sports equipment, cell phones, firearms, guns, tools, leather jackets, contents of caravans or tents, stamp and coin collections, vehicle sound systems, portable radios, laptop or other personal computers or data media, compact disc players, pagers, audio or video tapes or compact discs
- 2 Specified items individually as they are stated in the schedule

Whilst anywhere in the world including whilst in transit anywhere in the world.

The amount payable for a complete loss of any item of property insured in the schedule will be the current replacement cost, but will be no more than the sum insured in the schedule for that item.

The insured shall provide satisfactory proof of valuation and ownership of the item insured at the time of loss.

### Specific Exceptions

The Company shall not be liable for

1. Loss of or damage to property resulting from or caused by
- (a) theft from any unattended vehicle in the custody or control of the Insured or any principal, partner, director or employee of the Insured unless the property is contained in a completely closed and securely locked vehicle or the vehicle itself is housed in a securely locked building and entry to such locked vehicle or building is accompanied by forcible and violent entry or exit
- (b) Its undergoing a process of cleaning, repairing, dyeing, bleaching, alteration or restoring
- (c) Inherent vice or defect, vermin, insects, damp, mildew or rust
- (d) The dishonesty of any partner in or of or director or employee of the Insured whether acting alone or in collusion with others
- (e) Detention, confiscation or requisition by customs or other officials or authorities.
2. Wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded.
3. Mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded.
4. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind.
5. Loss of or damage to goods consigned under a bill of lading.
6. The first amount payable as stated in the schedule
7. More than the proportional value of any article that is part of a pair or set.

### Specific Conditions

1. **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, the Insured shall be considered as being their 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.

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### 2. Burglar Alarm Warranty (if stated in the schedule to be included)

If the Company require an alarm system as noted in the schedule, the Company will only pay the Insured for theft and burglary if:

- a) a radio alarm system is installed in the premises by an approved SAIDSA installation company
- b) the radio alarm is linked to a control room at an armed response company. When the alarm is activated it will sound an alarm at the control room of the alarm company, which should trigger a response from the security company to attend to the premises. The Company will require proof in the event of a loss (report)
- c) the alarm system is fully armed whenever the main building is left unattended and/or unoccupied or the Insured are not open for business unless the Insured or a member of the Insured's staff or family is on the premises. The Company will require proof in the event of a loss (report)
- d) the alarm system is maintained in proper working order and must be tested AT LEAST ONCE EVERY 6 (SIX) MONTHS with the armed response company
- e) the Company will not cover loss or damage to the Insured's property following the use of the keys/ card key of the alarm or any duplicate key/ card key unless such keys/ card keys were obtained with violence or threat of violence to the Insured, the Insured's staff, guests or members of the Insured's family

### 3. Replacement value condition –

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 time of the loss or damage, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable proportion of the loss accordingly

## Extensions:

### 1. Increase in cost of working (if stated in the schedule to be included)

Provided that the limit of the Company's liability in respect of loss or damage shall not exceed the amount stated in the schedule, the insurance under this item is limited to expenditure not otherwise recoverable under this section, necessarily and reasonably incurred as a result of loss of or damage to property for which payment is made or liability therefore is admitted under this section, for the purpose of maintaining the normal operation of the business.

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

Subject otherwise to 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:

- (i) Civil commotion, labour disturbances, riot, strike or lockout;
- (ii) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) above;

Provided that this extension does not cover:

- (a) Loss or damage occurring in the Republic of South Africa and 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) (ii), (iii), (iv), (v) or (vi) of this Policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos (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.