

# OFFICE CONTENTS SECTION

## DEFINED EVENTS

1. Loss of or damage to contents as set out below under the heading "Contents".
2. Loss of or damage to documents as set out below under the heading "Documents".
3. Legal liability following loss of or damage to documents as set out below under the heading "Legal Liability - Documents".
4. Increase in cost of working as set out below under the heading "Increase cost of working".
5. Loss or damage to property of partners, directors or employees of the Insured as set out below under the heading "Property owned by partners, directors or employees of the Insured".

## DEFINITIONS

**Documents:** shall mean films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the Insured in the business and owned by them or for which they are responsible but unless otherwise stated in the schedule documents **shall not include** money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, cheques, drafts and any written order to pay a sum certain in money and any written evidence of indebtedness or obligation and all property carried or held as samples or for sale or for delivery after sale and computer software and computer data carrying media.

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

### 1. CONTENTS (if stated as included in the schedule)

Loss of or damage to the contents including landlord's fixtures and fittings, the property of the Insured or for which they are responsible while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the insured perils reflected below but only if such perils are stated in the schedule as being included.

### INSURED PERILS (but only those perils stated as included in the schedule)

**Note: Some insured perils will have their own specific insured amounts stated in the schedule in which case such perils are subject to such stated insured amount. Other insured perils will not have their own specific insured amounts stated in the schedule in which case such insured perils will be subject to the insured amount of the item to which they relate in the schedule.**

**Fire** including damage caused by smoke arising directly out of such fire.

**Lightning or thunderbolt** including damage caused by power surges arising directly from such lightning strikes;

**Explosion;**

**Earthquake** whether arising from mining operations or otherwise and including damage caused by tidal waves or tsunamis arising directly from such earthquake.

**Weather and water.** For the purpose of this peril weather damage shall mean damage caused by storm, wind, water, hail or snow.

**This peril does not cover:**

1. **loss of or damage to property arising from its undergoing any process necessarily involving the use or application of water;**
2. **loss of or damage to property caused by tidal wave or tsunami originating from earthquake.**

**Impact.** For the purposes of this peril impact shall mean impact by:

1. aircraft and other aerial devices or articles dropped therefrom (including sonic shock waves or any other damage caused by aircraft);
2. rocks, stones or boulders **(other than impact caused by landslip, the deliberate or wilful or wanton act of any person committed with the intention of causing such damage or impact by meteorites, asteroids or similar bodies entering the earth's atmosphere);**

3. 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).**

**Malicious damage.** For the purposes of this peril malicious damage shall mean damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such damage **other than damage to:**

1. **movable property which is**
  - 1.1 **stolen;**
  - 1.2 **damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;**
2. **movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured;**
3. **immovable property owned or occupied by the Insured occasioned by or through or in consequence of:**
  - 3.1 **the removal or partial removal or any attempt thereof;**
  - 3.2 **the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof;**

**provided this peril does not cover:**

1. **damage related to or caused by fire or explosion;**
2. **consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;**
3. **damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;**
4. **damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;**
5. **damage related to or caused by any occurrence referred to in General exclusion 1 (A) (i), (ii), (iii), (iv),(v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.**

If the Company alleges that, by reason of provisos 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

**If any building(s) containing insured property becomes unoccupied for 30 consecutive days or more, during the initial 30 day unoccupancy period the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".**

**If the unoccupancy period exceeds 30 consecutive days, this peril is suspended as regards the property affected from day 31 unless the Insured before the occurrence of any malicious damage obtains the written agreement of the Company to continue with this peril. Any extension of cover and the terms shall be at the sole discretion of the Company. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.**

**Theft of contents** or any attempt thereat **other than by any principal, partner, director or employee of the Insured.**

**Theft of contents (forcible and violent entry into or exit restriction):** Theft accompanied by forcible and violent entry into or exit from the offices and/or consulting rooms or any attempt thereat or as a result of theft (or any attempt thereat) following violence or threat of violence **provided that the Company will not be liable under this peril for theft or attempted theft by any principal, partner, director or employee of the Insured.**

**Accidental damage – Mirror glass, plate glass tops or fixed glass of furniture:** Accidental breakage of mirror glass, plate glass tops to office furniture or fixed glass forming part of any article of office furniture.

**Subsidence and landslip.** **If in the schedule against this peril the type of cover is reflected as " extended " then this peril does not include:**

1. **damage caused or attributable to faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises;**
2. **damage caused or attributable to workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;**
3. **damage caused or attributable to excavation on or under land other than excavations in the course of mining operations;**
4. **consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.**

If in the schedule against this peril the type of cover is reflected as “ limited ” then this peril in addition to points 1 to 4 also does not include:

5. damage caused or attributable to contraction/ shrinkage and/ or expansion of soil caused by the moistness/ dampness or moisture content of such soil as experienced in clay and other similar soils;
6. damage caused by or attributable to inadequate compaction of backfill.

In any action, suit or other proceeding where the Company alleges that, by reason of exclusions 1 to 6 any damage is not covered by this peril, the burden of proving the contrary shall be upon the Insured.

**Riot and strike (other than RSA and Namibia).** For the purposes of this peril riot and strike shall mean damage directly occasioned by or through or in consequence of:

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

provided that this peril does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of provisos 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

**Power surge** provided that this peril does not cover power surges arising from lightning.

## LIMITATIONS CLAUSE

The Company's liability is restricted in respect of documents, manuscripts, business books, plans, designs, patterns, models and moulds to the value of materials and sums expended in labour.

## SPECIFIC EXCLUSIONS

The Company's liability for contents does not include cover for:

1. property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique;
2. designs, patterns, models or moulds (except to the extent that the said articles are insured in terms of Contents), stock in trade, samples, motor vehicles and accessories therefor, money, securities, stamps, jewellery or precious stones;
3. Electronic data processing equipment;
4. Documents if they are insured under defined event 2.

## 2. DOCUMENTS (if stated as included in the schedule)

Loss of or damage to documents (as defined) normally kept at the office premises by any cause not specifically excluded hereunder or in the General Section.

## LIMITATIONS CLAUSE

The Company's liability is limited to all costs, charges and expenses incurred by the Insured in replacing or restoring such documents.

## SPECIFIC EXCLUSIONS

The Company's liability for documents does not include cover for:

1. loss or damage caused by:

- 1.1 electric or electronic or magnetic injury, disturbance or erasure of electronic or magnetic recordings except by lightning;
  - 1.2 vermin or inherent defect or by processing, copying or other work upon the documents;
  - 1.3 the dishonesty of any principal, partner or director of the Insured whether acting alone or in collusion with others. This exclusion shall not apply to any director who is also an employee of the Insured and whom the Insured has the right at all times to govern, control and direct in the performance of his work in the service of the Insured and in the course of the business;
2. gradual deterioration or wear and tear;
  3. costs involved in reshooting films and videos and rerecording audio tapes.

### **3. LEGAL LIABILITY - DOCUMENTS** (if stated as included in the schedule)

Legal liability as a direct consequence of loss of or damage to documents as defined in defined event 2 and in respect of which payment, reinstatement or repair has been made or liability admitted by the Company under defined event 2 unless such payment, reinstatement, repair or liability has not been made or admitted solely because the Insured is required to bear the first portion of the loss.

#### **SPECIFIC EXCLUSIONS**

The Company's liability under defined event 3 does not include cover for:

1. Liability assumed by the Insured under any contract, undertaking or agreement where such liability would not have attached to the Insured in the absence of such contract, undertaking or agreement;
2. Loss, damage, liability or expenditure directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power (it being agreed that for defined event 3 only, this exclusion replaces General Exclusion 1 of the General Section).

### **4. INCREASE IN COST OF WORKING** (if stated as included in the schedule)

Any additional expenditure not otherwise provided for in this section reasonably incurred by the Insured for the purposes of maintaining the normal operation of the business in consequence of loss or damage in respect of which payment, reinstatement or repair has been made or liability therefor admitted by the Company under defined events 1 or 2.

The indemnity under this defined event shall not exceed the percentage stated in the schedule of the insured amount on all contents of the office premises affected.

### **5. PROPERTY OWNED BY PARTNERS, DIRECTORS OR EMPLOYEES OF THE INSURED**

(if stated as included in the schedule)

Loss or damage to property owned by any partner, director or employee of the Insured while contained in the offices and/or consulting rooms situated as stated in the schedule (hereinafter called the office premises) by any of the perils specified above under defined event 1 (Contents) **provided that:**

1. Cover will only apply to loss or damage by those insured perils that are reflected as "included" under "Contents" in the schedule;
2. Cover will not apply if such property is insured against loss or damage by such perils by any other insurance.

## **CLAUSES AND EXTENSIONS**

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

#### **Alterations and misdescription**

The insurance under this section shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of structural alterations, repairs to buildings, machinery or plant, provided that notice is given to the Company as soon as practicable after such event and the Insured agrees to pay additional premium if required.

#### **Capital additions** (if stated as included in the schedule)

The insurance under this section covers alterations, additions and improvements **[but not appreciation in value in excess of the insured amount(s)]** to the property **for an amount not exceeding the percentage (as stated in the schedule)** of the insured amount thereon, it being understood that the Insured undertakes to advise the Company each quarter (or each month if the premium is paid monthly by debit order) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

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

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

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

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable in terms of this section, provided the Insured is legally liable for such costs and the insured property was in danger from the fire.

### **Geyser maintenance** (if stated as included in the schedule)

This section is extended to provide cover for the cost of repair or replacement of defective elements, thermostats or valves.

### **Inflation escalation** (if stated as included in the schedule)

To provide for inflation the insured amounts of the insured Contents of defined event 1 as stated in the schedule are automatically increased as follows:

**During the period of insurance:** During the period of insurance (or the twelve consecutive months from the inception or anniversary date if this policy is not an annual contract), the insured amount(s) shall be increased by that portion of the percentage specified in the schedule against "First year %" which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the insured amount(s) in force at the commencement of the period of insurance.

**After the period of insurance:** If following a claim any reinstatement or replacement process to the insured Property has not been completed by the end of the period of insurance, further inflationary costs incurred beyond the control and influence of the Insured up until final reinstatement or replacement has been completed will be covered by the Company as set out below:

**Second year %:** If stated in the schedule, the insured amount that existed during the period of insurance in which the claim occurred (as increased by the provision set out above under "during the period of insurance"), shall be increased further by the percentage specified in the schedule against "Second year %".

**Third year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 12 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Second year %" shall be increased further by the percentage specified in the schedule against "Third year %".

**Fourth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 24 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Third year %" shall be increased further by the percentage specified in the schedule against "Fourth year %".

**Fifth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 36 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Fourth year %" shall be increased further by the percentage specified in the schedule against "Fifth year %".

At each renewal date, the Insured shall notify the Company of the amount(s) to be insured for the forthcoming period of insurance and any revised inflationary protection percentage(s). **In default thereof, the insured amount(s) shall remain as they were in the previous period of insurance as if the inflationary increases in terms of this clause had not been applied.**

### **Labourers/contractors/employees**

If a labourer, contractor or employee does something or omits to do something without the knowledge of the Insured, which is in contradiction of the conditions of this section, cover will not be invalidated. The Insured must advise the Company of the act or omission as soon as such act or omission becomes known to the Insured.

### **New and additional premises**

If the Insured takes occupation of offices or consulting rooms other than those situated as stated in the schedule in the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique, the insurance by this section shall apply as though such offices or consulting rooms were office premises within the meaning of this section provided that:

1. the Insured shall, within a reasonable time of taking occupation, advise the Company thereof and pay additional premium calculated pro rata from the time of taking occupation until the end of the then current period of insurance;
2. **this clause shall not apply to any loss if and so far as the same is otherwise insured.**

### **Removal of debris** (if stated as included in the schedule)

The insurance under this section is extended to include such reasonable costs and expenses as may be necessarily incurred by the Insured in respect of the removal of debris following loss of or damage to the insured property by any peril hereby insured against, **provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule** to be insured on the property affected.

**The Company will not pay for any costs or expenses:**

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this policy/section.

### **Rent - Office Contents** (if stated as included in the schedule)

Loss of rent actually incurred by the Insured in consequence of the office premises or portion thereof being so damaged by any of the perils specified in defined event 1 as to be rendered uninhabitable, **but only in respect of the period necessary for reinstatement. The indemnity under this sub-section shall not exceed the percentage (as stated in the schedule) of the insured amounts or value (whichever is the lower) of all contents of the office premises affected.**

For the purposes of this clause, the term "office premises" shall be deemed to extend to any premises or portion thereof in the vicinity of the office premises, damage to which prevents or limits access to the office premises.

### **Replacement value condition**

The basis upon which the amount payable for a claim in respect of contents is calculated shall be either:

1. the replacement of the contents by similar property in a condition equal to **but not better or more extensive than its condition when new**, or
2. the repair of the contents to a condition substantially the same as **but not better than its condition when new**

#### **provided that:**

1. **if, at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the insured amount 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,**
2. proviso 1 shall not apply to:
  - 2.1 a loss as a result of the insured peril Theft (if insured);
  - 2.2 a loss as a result of the insured peril Theft of contents (forcible and violent entry into or exist from) (if insured);
  - 2.3 a loss as a result of the insured peril Accidental damage – Mirror glass, plate glass tops or fixed glass of furniture (if insured);
  - 2.4 a loss as a result of insured peril Power surge (if insured);
  - 2.5 Property owned by any partner, director or employee of the Insured as set out in defined event 5 (if insured).

### **Skeleton keys** (if stated as included in the schedule)

Subject to proof by the Insured to the satisfaction of the Company 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) this shall constitute forcible and violent entry or exit for the purposes of the insured peril of theft that requires such forcible and violent entry or exit.

### **Temporary removal** (if stated as included in the schedule)

The insured property is covered whilst temporarily removed elsewhere on the premises stated in the schedule or to any other premises including transit by road, rail or inland waterway anywhere **within the Republic of South Africa, Namibia, Botswana, Lesotho, Kingdom of Eswatini, Zimbabwe, Malawi and Mozambique provided that:**

1. **unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage (as stated in the schedule) of the applicable item's insured amount;**
2. **the amount payable under this clause shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the property is temporarily removed;**
3. **the extended cover provided by this clause does not cover personal property of any partner, director or employee of the Insured;**
4. **the extended cover provided by this clause does not cover property temporary removed if such property is otherwise insured against such loss.**

### Temporary repairs and measures after loss

The insurance under this section is extended to include all reasonable costs and expenses incurred by the Insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after loss of or damage to the insured property by any peril hereby insured against, **provided that the liability of the Company for such loss or damage and costs and expenses shall not exceed in the aggregate the sum expressed in the schedule** to be insured on the property affected.

### Tenants

The Company's liability to the Insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the Insured) without the Insured's knowledge. The Insured shall, however, inform the Company as soon as any such act or omission which is a contravention of any of the terms, exclusions or conditions of this section comes to their knowledge and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

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