

# Commercial Insurance

## Theft section



### Defined events

Loss of or damage to all contents (the property of the insured or for which they are responsible) of any insured building, at the insured premises described in the schedule as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.

### Extensions

1. The insurance under this section extends to cover loss of or damage to the property insured
  - (a) caused or accompanied by
    - (i) a thief or thieves being concealed on the insured premises before close of business.
    - (ii) entry to and/or exit from the premises being effected by use of a skeleton key or other similar device (excluding a duplicate key) provided that the insured shall establish to the satisfaction of the company that such a skeleton key or device was used.
  - (b) whilst in a building at any additional premises used by the insured provided that
    - (i) such additional premises are advised to the company within 30 days from the time the risk attaches to the company.
    - (ii) an additional premium, if any, is paid.
    - (iii) the company's liability in respect of this extension shall not exceed 50 percent of the highest amount stated in the schedule applicable to any one premises.
2. In addition to the limit of indemnity stated in the schedule
  - (a) the insurance under this section includes
    - (i) damage to the buildings (including landlord's fixtures and fittings) at the insured premises in the course of theft or any attempt thereat.
    - (ii) loss of buildings, landlord's fixtures and fittings at the insured premises as a result of theft accompanied by forcible and violent entry into or exit from such building or any attempt thereat or as a result of theft, or any attempt thereat, following violence or threat of violence.
  - (b) the company will reimburse the insured all reasonable costs and expenses in effecting such temporary repairs and in taking such temporary measures as may be reasonably necessary after loss or damage giving rise to a claim under this section; provided that the company's liability shall not exceed the greater of R5 000 or the amount stated in the schedule in respect of any one event.
3. In addition to the limit of indemnity stated in the schedule the company will indemnify the insured in respect of the cost of replacing locks and keys to any insured premises following upon the disappearance of any key to such premises or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key provided that
  - (a) the company's liability shall not exceed R2 000 in respect of any one event.
  - (b) the company shall not be liable for the first R200 of each and every event.
4. The term all contents includes personal effects, tools and pedal cycles which are the property of the insured or any principal, partner, director or employee of the insured in so far as such property is not otherwise insured up to an amount of R2 500 in the case of any one person.

### Limitations

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

### Specific exceptions

The company shall not be liable for

1. loss or damage which can be insured under a fire policy except in the case of explosion caused in an attempt to effect entry.

2. loss or damage insurable under a glass insurance policy.
3. property more specifically insured or, unless specified in the schedule, cash, bank and currency notes, cheques, postal orders, money orders, current negotiable stamps and documents or certificates of a negotiable nature.
4. loss or damage in which any principal, partner, director or any member of the insured's household or any of the insured's employees is concerned as principal or accessory.

#### **Specific conditions**

1. This section shall be voidable if the nature of the risk is materially altered without the prior written consent of the company.
2. In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that
  - (a) the burglar alarm installed at the premises shall be made fully operative whenever the premises are not open for business unless a principal, partner, director or employee of the insured is on the premises.
  - (b) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged its liability in this regard if it has maintained its obligations under a contract with the suppliers or servicing engineers of the alarm system.

This insurance shall not cover loss of or damage to the property following the use of the keys of the burglar alarm or any duplicate thereof belonging to the insured unless such keys have been obtained by violence or threat of violence to any person.