



## Householders

### Defined events

1. Loss of or damage to the whole or part of the insured property by any of the perils specified in sub-section A - Property subject to specific conditions in respect of perils 8 and 9 - theft.
2. Loss and/or additional expenses described in sub-section B - Rent.

### Definitions

- (i) household goods and personal effects (including money and negotiable instruments up to N\$2 500 (two thousand five hundred Namibia Dollar))
- (ii) business goods and equipment:
  - (a) up to N\$50 000 (fifty thousand Namibia Dollar) or 10% (ten percent) of the sum insured stated in the schedule, whichever is the lesser
  - (b) excluding any electronic data processing equipment or stock-in-trade and equipment relating to a home industry

and fixtures and fittings (not being landlord's fixtures and fittings) the property of the insured or for which the insured is responsible or property of any member of the insured's family normally residing with the insured in:

- (a) the buildings of the insured's private residence and its domestic outbuildings or on the premises (excluding business goods and equipment) situated at the risk address stated in the schedule
- (b) any other occupied private residence
- (c) any building in which the insured is temporarily residing
- (d) any building in which the insured is employed
- (e) any furniture storage depot, bank or safe deposit box
- (f) any other building used for the purpose while studying at an educational institution and are restricted to boarding houses, campus accommodation or any accommodation arranged or supplied by the educational institution.

### Sub-section A: Property

Insured perils:

1. fire, lightning, explosion
2. earthquake
3. storm, flood, wind, water, hail or snow excluding loss or damage to property:



- (a) in the open unless the property is designed to exist or operate in the open
  - (b) that arises from undergoing any process necessarily involving the use or the application of water
  - (c) as a result of wear and tear or gradual deterioration
4. aircraft and other aerial devices or articles dropped therefrom
  5. bursting, leaking or overflowing of water apparatus, pipes or fixed oil-fired heating apparatus (excluding damage caused thereto)
  6. impact
  7. malicious damage (as described in extension 23)
  8. theft or attempted theft from:
    - (a) the private residence excluding theft whilst the building or any part thereof are left vacant or be lent, let or sub-let (provided that for the purpose hereof the accommodation of paying guests, boarders and lodgers not exceeding 3 (three) in number shall not be deemed to be lending, letting or sub-letting of the building) by the insured unless such theft is accompanied by visible, forcible and violent entry or exit
    - (b) any domestic outbuildings not directly communicating with the private residence limited to N\$10 000 (ten thousand Namibia Dollar) or the amount stated in the schedule whichever is the greater unless there is visible, forcible and violent entry or exit
    - (c) any furniture, storage depot, bank or safe deposit box, provided that such theft is accompanied by visible, forcible and violent entry or exit
    - (d) any other occupied private residence
    - (e) any building in which the insured is temporarily residing
    - (f) any building in which the insured is employed
    - (g) any other building used for the purpose while studying at an educational institution and are restricted to boarding houses, campus accommodation or any accommodation arranged or supplied by the educational institution, provided that such theft is accompanied by visible, forcible and violent entry or exit.
  9. theft:
    - (a) of laundry, garden and swimming pool furniture, garden maintenance equipment, automatic pool cleaning equipment, pool safety nets and pool coverings of a similar nature from the grounds of the dwelling up to N\$10 000 (ten thousand Namibia Dollar) any one claim
    - (b) in transit while being moved during a permanent change in the risk address
    - (c) while in transit to or from a furniture storage depot or a bank safe deposit
    - (d) or attempted theft while in transit in the insured's or authorised representative's custody to or from any place of purchase, repair or renovation following an accident to the conveying motor vehicle or theft following forcible and violent entry into the vehicle up to an amount of N\$10 000 (ten thousand Namibia Dollar) any one event.



## **Sub-section B: Rent**

If the private residence becomes uninhabitable because of loss or damage caused by a peril as defined in sub-section A - Property the company will, for the period necessary for reinstatement, indemnify the insured for:

- (a) the actual rent for which the insured is liable as occupier of the private residence
- (b) any reasonable additional costs incurred in providing alternative board and lodging for the insured, his family and domestic staff normally residing with the insured
- (c) necessary transit and storage expenses in respect of furniture

up to 25% (twenty five percent) of the sum insured.

## **Extensions**

### **1. Audio visual equipment**

This section covers accidental loss or damage to any television set, video recorder, decoder, DVD and Blue-ray players, proximas and multi-media projectors, sound reproduction equipment, excluding computer equipment, satellite dish or aerial whilst in or on the dwelling by accidental means other than mechanical, electronic or electrical breakdown.

### **2. Mirrors and glass**

This section covers accidental breakage of mirror glass, plate glass tops of stoves and furniture or fixed glass forming part of any article of furniture (other than radio and television apparatus) whilst in the dwelling.

### **3. Guests**

If household goods and personal effects excluding money and negotiable instruments not otherwise insured belonging to a guest temporarily residing with the insured are lost or damaged by any of the perils specified in 1 to 7 of sub-section A - Property or by theft from the private residence the company will indemnify the guest up to N\$10 000 (ten thousand Namibia Dollar) any one claim.

### **4. Domestic staff's property**

This section covers loss of or damage to the household goods and personal effects excluding money and negotiable instruments belonging to domestic staff in the full time service of the insured by any of the perils specified in 1 to 9 of sub-section A - Property whilst such property is contained in the dwelling

Provided that:

- (a) loss or damage by theft is excluded unless such theft is accompanied by forcible and violent entry or exit into or out of the dwelling
- (b) the liability of the company shall not exceed N\$10 000 (ten thousand Namibia Dollar) any one occurrence.



## 5. Domestic refrigerator, deep-freeze, cold store and freezing-room contents

This section covers deterioration of the contents only due to change of temperature resulting from accidental failure of electricity (excluding load shedding) as well as accidental or mechanical breakdown of any refrigerator, deep freezer, cold store or freezing-room in the dwelling of the insured

Provided that:

this extension does not include:

- (i) deterioration of the contents resulting from the deliberate cessation of the power supply (gas and paraffin included) by any authority
- (ii) damage to the refrigerator, deep-freezer, cold store or freezing-room as such

Provided further that:

- (a) the liability of the company in terms of this extension shall not exceed the amount of N\$7 500 (seven thousand five hundred Namibia Dollar) in respect of any one occurrence
- (b) the company shall not be liable for the first N\$500 (five hundred Namibia Dollar) in respect of each and every event.

For the purpose of this extension the content(s) will include medication used for personal use, as well as medication or vaccines used for own farming purposes where it is required that these medications or vaccines be stored under refrigerated conditions.

## 6. Keys and locks

This section covers the cost of replacing locks and keys including the remote and/or alarm controller and, if necessary, the reprogramming of such coded alarm system of the insured property following upon loss of or damage to the lock or key, remote or alarm controller, or upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key, remote and/or alarm controller.

This section also covers the reasonable expenses incurred in any emergency to call in a locksmith as a result of the loss of such key, remote and/or alarm controller

Provided that:

- (i) the liability of the company in respect of any one loss shall not exceed N\$10 000 (ten thousand Namibia Dollar)
- (ii) the company shall not be liable for the first N\$250 (two hundred and fifty Namibia Dollar) in respect of each and every event.

## 7. Documents

This section covers loss of or damage caused by the perils specified in 1 to 9 of sub-section A - Property to documents and manuscripts the property of the insured whilst in the private dwelling described in the schedule up to N\$10 000 (ten thousand Namibia Dollar) any one claim. The company shall only be liable for the value of materials and the cost in labour in reinstating the documents or obtaining duplicates and not for the value of the information contained therein.



## 8. Medical and veterinary expenses

This section covers medical and veterinary expenses incurred as a result of accidental bodily injury sustained by any:

- (a) person other than the insured caused by a domestic animal owned by the insured
- (b) guest or visitor arising from any defect in the dwelling
- (c) domestic staff in the course of their employment by the insured
- (d) domestic animal owned by the insured arising from a road accident

up to N\$10 000 (ten thousand Namibia Dollar) per person or N\$1 000 (one thousand Namibia Dollar) per animal any one occurrence.

## 9. Accidental death

In the event of accidental bodily injury to the insured or member of his family normally residing with the insured while in the dwelling or its grounds and die as a direct result of the injury the company will pay:

- (a) N\$7 500 (seven thousand five hundred Namibia Dollar) for a person 18 (eighteen) years of age and under
- (b) N\$10 000 (ten thousand Namibia Dollar) for a person over 18 (eighteen) and under 76 (seventy six) years of age

provided death occurs within 12 (twelve) months of the injury.

## 10. Security guard

The company will indemnify the insured for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by a specified peril up to N\$10 000 (ten thousand Namibia Dollar) any one claim.

## 11. Domestic telephone instruments

If in the dwelling any domestic telephone instrument (excluding cellular telephone) is accidentally damaged the company will indemnify the insured up to N\$1 000 (one thousand Namibia Dollar) per instrument any one claim.

## 12. Loss of water by leakage

The company will indemnify the insured for the costs of water lost through leakage from pipes on the insured property where the insured is responsible to pay the charge for such water subject to the following:

- (a) in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% (fifty percent) or more the company will indemnify the insured for the cost of such additional water consumed up to a limit of N\$7 500 (seven thousand five hundred Namibia Dollar)
- (b) up to N\$7 500 (seven thousand five hundred Namibia Dollar) shall be payable for not more than two separate incidents in any 12 (twelve) month period of insurance



- (c) it shall be a condition precedent to liability under this extension that the insured shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected
- (d) this extension does not cover the cost of remedial action including repairs to the pipe(s) affected
- (e) the company shall not be liable for claims:
  - (i) as a result of leaking taps, geysers, toilet systems and swimming pools
  - (ii) whilst the property is unoccupied for a period in excess of 30 (thirty) days
  - (iii) where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

### **13. Clearance costs**

The company will indemnify the insured up to N\$10 000 (ten thousand Namibia Dollar) any one claim for costs necessarily incurred in respect of the removal of debris from the premises following loss of or damage hereby insured.

### **14. Transit**

The company will indemnify the insured up to N\$10 000 (ten thousand Namibia Dollar) for damage to household goods in the insured's or his/her authorised representative's custody whilst in transit to or from any place of purchase, repair or renovation provided the damage is caused by fire, collision or overturning of the conveying motor vehicle including theft following the stated occurrences excluding theft cover as described in terms of sub-section A - Property 9(d).

### **15. Damage to the garden**

The company will pay reasonable and necessary costs that the insured in his/her capacity as owner of the buildings incurred for the replacement of trees, shrubs, plants, water fountains and fixed irrigation installations located at the private dwelling house(s) following damage caused by fire, explosion, any emergency services operations, collision by vehicles or aircraft and other aerial devices or articles dropped therefrom or deliberate or intentional acts, excluding loss or damage caused by or arising from theft or attempted theft

- (a) the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed N\$10 000 (ten thousand Namibia Dollar)
- (b) the insured will be responsible for the first N\$500 (five hundred Namibia Dollar) in respect of any one occurrence
- (c) the liability of the company in respect of any single event under this extension is not more than N\$10 000 (ten thousand Namibia Dollar) in the event that this extension is available under any other section of the policy.

### **16. Tenants liability**

The company will pay all sums for which the insured is legally liable as tenant and occupier of any private residence for compensation in respect of:



- (a) physical loss of or damage to the buildings of the private residence (but only whilst the private residence is furnished and occupied) directly caused by any insured peril
- (b) physical breakage (but only whilst the private residence is furnished and occupied by the insured in his capacity as tenant) of:
  - (i) fixed glass in windows and mirrors against walls, doors, fan lights, roof windows, solar heating systems, greenhouses, conservatories and verandas, stove glass tops, fixed wash basins, baths, pedestals, sinks, lavatory pans, splash-backs and cisterns (but excluding chipping, scratching and other disfiguration) forming part of the private residence
  - (ii) physical damage to underground pipes and cables extending from the buildings of the private residence to the public mains or to underground fuel oil pipes

occurring during the period of insurance as a result of an accident

Provided that:

the amount payable in respect of any one accident or series of accidents arising out of one event will not exceed N\$5 000 000 (five million Namibia Dollar) inclusive of all compensation and all legal costs and all other costs and expenses.

## 17. Liability to the public

This extension covers:

- (a) all sums for which the insured is legally liable as a householder occupying the premises or any member of the insured's family normally residing with the insured for compensation in respect of:
    - (i) death of or bodily injury to or illness of any person
    - (ii) physical loss of or damage to tangible property
- occurring during the period of insurance as a result of an accident
- (b) all legal costs and expenses:
    - (i) recovered by any claimant against the insured
    - (ii) incurred with the written consent of the company

in respect of a claim against the insured for compensation to which the indemnity expressed in this extension applies

Provided that:

the amount payable in respect of any one accident or series of accidents arising out of one event will not exceed N\$5 000 000 (five million Namibia Dollar) inclusive of all compensation and all legal costs and all other costs and expenses.

The indemnity provided by this extension does not apply to nor include:



- (a) liability assumed by the insured by agreement and which would not have attached in the absence of the agreement
- (b) liability in respect of death of or bodily injury to or illness of any person who is a member of the insured's household or family whether residing with the insured or not
- (c) liability in respect of death of or bodily injury to or illness of any person under a contract of service or apprenticeship with the insured if the liability is in respect of death, bodily injury or illness arising out of and in the course of the employment of the person by the insured
- (d) liability in respect of loss of or damage to property belonging to or in the charge of or under the control of the insured or of any member of the insured's family or household or of any domestic worker or agent of the insured
- (e) liability in respect of death, bodily injury, illness, loss or damage caused by or in connection with or arising from:
  - (i) any profession or business of the insured
  - (ii) the ownership or possession or use by or on behalf of the insured of lifts or mechanically propelled vehicles or trailers other than pedestrian controlled gardening implements
  - (iii) deliberate or malicious acts
  - (iv) explosives
- (f) liability in respect of:
  - (i) claims for compensation, legal costs and expenses for death, any injury, illness, loss or damage directly or indirectly caused by or by means of or as a result of or originating from or attributable to seepage, pollution or contamination provided always that this proviso shall not apply to claims for compensation and/or legal costs and expenses in respect of the accidental death of or bodily injury to or illness of any person or accidental physical loss of or damage to tangible property where such seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence during the period of insurance
  - (ii) any costs of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence

Provided that:

this proviso shall not extend this sub-section to cover any liability which would have been insured under this sub-section in the absence of this proviso

- (g) claims for compensation and legal costs and expenses in respect of death, injury or illness attributable to a gradual working cause which did not occur from a sudden and identifiable accident or occurrence
- (h) liability for fines or penalties or punitive, exemplary or vindictive damages awarded in any court



- (i) costs and expenses incurred subsequent to the date on which the company has paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence.

## **18. Common law liability to domestic worker**

This section covers:

- (a) all sums for which the insured is legally liable to pay for compensation in respect of death of, or bodily injury to or illness of any domestic worker arising out of and in the course of the period of such domestic worker employment with the insured in his/her capacity as a householder at the premises and occurring during the period of insurance as a result of an accident
- (b) all legal costs and expenses:
  - (i) recovered by any claimant against the insured
  - (ii) incurred with the written consent of the company

in respect of a claim against the insured for compensation to which the indemnity expressed in this contingency applies

Provided that:

the amount payable in respect of any one accident or series of accidents arising out of one event will not exceed N\$5 000 000 (five million Namibia Dollar) inclusive of all compensation and all legal costs and all other costs and expenses.

In addition and in connection with the employment of such domestic workers by the insured, the company will indemnify the insured against costs and expenses not exceeding N\$2 000 (two thousand Namibia Dollar) incurred by the insured with the consent of the company in the defence of any criminal action brought against the insured arising out of an alleged contravention of the Labour Act Nr 11 of 2007 in conjunction with Regulation 156 'Regulations Relating to the Health and Safety of Employees at work'.

The indemnity expressed in this contingency does not apply to nor include:

- (a) liability assumed by agreement and which would not have attached in the absence of the agreement
- (b) costs and expenses incurred subsequent to the date on which the company has paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence.

## **19. Discomfort cover**

In the event of a total loss to the contents caused by any insured peril for which the company had indemnified the insured, an additional amount of N\$10 000 (ten thousand Namibia Dollar) will be paid to the insured for any discomfort suffered

Provided that:

the liability of the company is limited to a maximum amount of N\$10 000 (ten thousand Namibia Dollar) as a result of a total loss where both the building and contents has been insured.



## 20. Swimming pool machinery

This section covers sudden accidental loss of or damage to the swimming pool machinery and filtration equipment installed at the private dwelling house stated in the schedule the property of the insured as tenant and/or the insured as owner and occupier if the dwelling is insured elsewhere due to an obligation to a financial institution

Provided that:

the liability of the company is limited to the sum of N\$3 000 (three thousand Namibia Dollar) in respect of any one occurrence.

### Specific exceptions applicable to swimming pool machinery

The company shall not be liable in respect of:

- (i) loss or damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any building
- (ii) misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions
- (iii) damage arising out of hydraulic testing or which is discovered during routine examination
- (iv) damage as a result of faults or defects which were known to the insured or his responsible employees at the time of the acceptance of this insurance and not revealed to the company
- (v) repair or replacement:
  - (a) due to wearing away or wasting of the material of the plant, slowly developing deformation or distortion or other gradual deterioration of any part of the plant, failure of connections or joints, faulty design, workmanship or material
  - (b) of fuses or electrical contacts at which sparking or arcing occurs, heating elements, collecting brushes, trailing wires, valves, dies, springs, clutch plates, piston rings, gaskets, seals, exchangeable or expendable parts such as bits, drills, cutters, knives, blades, chains, belts, jointing or packing materials or fittings such as fusible plugs, shear pins, safety links and parts not made of metal (except insulation of electrical conductors) transformer oil or switch oil or refrigerant
- (vi) consequential loss or damage of any nature
- (vii) any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the swimming pool machinery or provided for in terms of a service contract in respect of such swimming pool machinery
- (viii) the first N\$500 (five hundred Namibia Dollar) whichever is the greater of each and every claim.

## 21. Storage cost for contents after loss

This section covers necessary storage costs incurred by the insured to safeguard the contents after the occurrence of any peril specified in sub-section A - Property

Provided that:



the liability of the company in respect of this extension is limited to N\$10 000 (ten thousand Namibia Dollar) in respect of any one occurrence.

## 22. Malicious damage

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or 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 loss or damage other than loss of or damage to

1. movable property which is:
  - (a) stolen
  - (b) 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:
  - (a) the removal or partial removal or any attempt thereof of
  - (b) the demolition or partial demolition or any attempt thereof ofthe said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this contingency does not cover:

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

If the company alleges that by reason of provisos (a), (b), (c) or (d) loss or damage is not covered, the burden of proving the contrary shall rest on the insured.

If any building containing the insured property becomes unoccupied for 30 (thirty) consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension.



During the period of the initial unoccupancy of 30 (thirty) consecutive days, the insured shall become a co-insurer with the company and shall bear a portion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

### **23. Temporary increase of sum insured**

Contents sums insured stated in the schedule are increased by 10% (ten percent) from 15 December to 31 January annually.

### **24. Damage by wild baboons or wild monkeys or wild animals**

This section is extended to include loss of or damage to the household goods insured inside the buildings of the private dwelling house(s), private garage(s), domestic outbuilding(s) or domestic apartment(s) situated at the risk address stated in the schedule, caused by wild baboons or wild monkeys or wild animals

Provided that:

- (a) wild baboons or wild monkeys or wild animals shall mean those that live freely in the natural surroundings and are not kept as pets or farm animals and does not include rodent, moth and vermin
- (b) the company's liability will not exceed N\$10 000 (ten thousand Namibia Dollar) in respect of any one occurrence
- (c) the insured will be responsible for the first N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim.

### **25. Subsidence and landslip (Limited cover)**

(a) This section is extended to include loss of or damage to the contents of the private residence caused by subsidence or heave of the land supporting the private residence or landslip provided such loss or damage is not caused by or does not arise from:

- (i) excavations other than mining excavations
  - (ii) alterations, additions or repairs to the private residence
  - (iii) the compaction of infill
  - (vi) defective design, materials or workmanship
  - (v) normal settlement, shrinkage or expansion of the private residence.
- (b) the insured will be responsible for the first N\$5 000 (five thousand Namibia Dollar) of each and every claim.

### **26. Power surge**

The insurance under this section is extended to include loss or damage caused by power surge provided that:

- (i) the company's liability for any claim or number of claims for any one event or series of events with one originating cause or source, shall not exceed N\$25 000 (twenty five thousand Namibia Dollar) or in the annual aggregate (being the period of twelve



consecutive months from the inception date or anniversary date) a total amount of N\$50 000 (fifty thousand Namibia Dollar)

- (ii) for the purposes of this extension; cover is only extended to include the property specifically insured under this section
- (iii) this extension specifically excludes any consequential losses which may arise following an insured loss
- (iv) the insured shall be responsible for a first amount payable of 10% (ten percent) of the claim minimum N\$1 000 (one thousand Namibia Dollar).

Specific condition 4 Underinsurance shall not apply to this extension.

## Specific exceptions

1. This section does not cover:

- (a) consequential loss or consequential damage of any kind whatsoever except as provided for by sub-section B - Rent
- (b) property more specifically insured or unless specifically mentioned, deeds, bonds, bills of exchange, promissory notes, money, cheques, securities for money, stamps, documents of any kind, manuscripts, medals, coins (other than money and negotiable instruments as per definition (i) up to N\$2 500 (two thousand five hundred Namibia Dollar), motor vehicles and accessories in or upon such vehicles, aerial devices and any part thereof, waterborne vessels and any part thereof (except model aeroplanes and model waterborne vessels), canoes and animals
- (c) any electronic data processing equipment not being used for domestic and/or farming business purposes only

Provided that:

- (i) such electronic data processing equipment used for domestic and/or farming business purposes only will be subject to a first amount payable of N\$1 000 (one thousand Namibia Dollar) for each and every claim
- (ii) the liability of the company on such electronic equipment used for farming business purposes will be limited to 10% (ten percent) of the sum insured with a maximum of N\$25 000 (twenty five thousand Namibia Dollar) any one occurrence.
- (iii) the liability of the company with regard to any crypto or virtual currency machines and equipment will be limited to 5% (five percent) of the sum insured stated in the schedule or N\$25 000 (twenty five thousand Namibia Dollar), whichever is the lesser any one occurrence.

## Specific conditions

### 1. More than one dwelling

If the contents of more than one private residence are insured under separate items, the terms, conditions, limitations and exceptions contained herein shall apply separately to each item as if each had been insured under a separate policy.

### 2. More than 60 (sixty) days unoccupied



If the private residence is left unoccupied for more than 60 (sixty) days (consecutively or not) during any 12 (twelve) calendar months, the insurance in respect of sub-section A - Property perils 8 and 9 will be suspended unless otherwise agreed and stated in the schedule under Endorsement 1 of this section.

### **3. Replacement value**

In the event of the property insured under this section being lost, destroyed or damaged, the basis upon which the amount payable under this section is to be calculated shall be the cost of replacing or reinstating property of the same kind or type but not superior to or more extensive than the insured property when new, subject to all the other terms and conditions of the policy except in so far as they may be varied hereby.

### **4. Underinsurance**

If the property insured is at the commencement of any damage to such property by any peril insured against collectively of greater value than the sum insured thereon then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, of this section shall be separately subject to this condition.

### **5. Fire extinguishing charges**

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 property insured was in danger from the fire.

### **6. Inflation**

The sum insured in respect of contents insured hereby will be increased automatically each month by a percentage commensurate with price indices.

No premium adjustment will be made until anniversary date when the premium will be calculated on the adjusted sum insured. This does not relieve the insured of his responsibility to ensure that the sums insured represent the full replacement value at all times.

### **7. Claim free groups**

In the event of no claim arising under this section during a period of insurance (or term of insurance in the case of a monthly policy) specified below immediately preceding the renewal of the policy, the renewal premium (or renewal premiums for the term of insurance in the case of a monthly policy) for this section will be based on the relevant claim free groups as follows:

Period/term of insurance	Claim free group
less than one year	0
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five consecutive years	5
the preceding six consecutive years	6



the preceding seven consecutive years	7
the preceding eight consecutive years	8
the preceding nine or more consecutive years	9

However, should a claim arise during any period of insurance (or term of insurance in the case of a monthly policy) when claim free group 4, 5, 6, 7, 8 or 9 applies, the renewal premium for the subsequent period of insurance (or renewal premiums for the subsequent term of insurance in the case of a monthly policy) will be calculated on claim free group 2, 3, 4, 5, 6 or 7, respectively. If more than one private residence is described in the schedule, the claim free group will apply as if a separate policy has been issued in respect of each private residence.

The claim free group will not be affected by any claim in respect of the following extensions 8 - Medical and veterinary expenses, 9 - Accidental death, 12 - Trauma treatment, 15 - Transit and 20 - Discomfort cover.

Unless the company consents to a transfer of interest in this policy the claim free group is not transferable.

#### **8. Compulsory first amount payable (Occupied premises)**

The insured shall be liable for the first N\$1 000 (one thousand Namibia Dollar) of each and every claim in respect of perils 1 to 9 under sub-section A - Property.

#### **9. Compulsory first amount payable (Unoccupied premises)**

In the event of any contents of unoccupied premises insured under this section the insured shall be liable for the first N\$2 500 (two thousand five hundred Namibia Dollar) of each and every claim in respect of perils 1 to 9 of sub-section A - Property.

**Unoccupied** for the purpose of this condition means without people staying in or using the insured property with the insured's permission for at least 30 (thirty) consecutive days.

#### **10. Lightning conductors**

It is a condition precedent to liability in terms of this section that all buildings with grass, straw or thatched roofs be supplied with and properly fitted with an SABS-approved lightning conductor or lightning conductor of a similar or superior standard which is installed with the exclusive purpose of conducting lightning away from the said building unless stated otherwise in the schedule.

#### **11. Builder's risk**

The following conditions are applicable whilst the buildings described in the schedule are under construction or subject to additions or alterations and until they are finally completed:

(a) the following perils under sub-section A - Property are cancelled:

5, 7, 8 and 9

(b) peril 3 under sub-section A - Property is cancelled and replaced by the following:

"3. storm but excluding loss or damage:

(i) caused by subsidence or landslip

(ii) as a result of wear and tear or gradual deterioration



- (iii) to property in the open unless the property is designed to exist or operate in the open"
- (c) peril 6 under sub-section A - Property is cancelled and replaced by the following:
  - "6. impact with any of the buildings by any vehicle or animal except vehicles or animals belonging to, in the custody of, and/or under the control of any contractor or sub-contractor or any of their employees whilst engaged with:
    - (i) the construction of or completion of the insured property
    - (ii) architectural alterations and/or additions to and/or restoration to the insured property or the completion of such alterations, additions or restoration"
- (d) the following extensions are cancelled:
  - (i) Extension 1 - Audio visual equipment
  - (ii) Extension 2 - Mirrors and glass
  - (iii) Extension 5 - Domestic refrigerator, deep-freeze, cold store or freezing room contents
  - (iv) Extension 6 - Keys and locks
  - (v) Extension 7 - Documents
  - (vi) Extension 8 - Medical and veterinary expenses
  - (vii) Extension 17 - Tenants liability
  - (viii) Extension 18 - Liability to the public
- (e) Sub-section B - Rent is cancelled.

## **12. Platinum, gold and silver articles, jewellery, furs, photographic equipment and oriental carpets and rugs**

The total value of platinum, gold and silver articles, jewellery, furs, photographic equipment and oriental carpets and rugs shall be deemed not to exceed one third of the sum insured in respect of contents stated in the schedule, unless specifically agreed herein.

## **13. Security gates and burglar bars**

It is a condition precedent to acceptance of liability in terms of sub-section A - Property, peril 8(a) and 8(b) that all external doors are fitted with security gates, and the opening portion of any external window must be protected by means of burglar bars unless stated otherwise in the schedule.

If not otherwise agreed by the company and stated in the schedule to each item separately insured under this section and access is obtained through an external door or opening window that is not secured, the insured will be responsible for a first amount payable of N\$5 000 (five thousand Namibia Dollar) of each claim, in addition to any other first amount payable.



## Endorsements applicable if so stated in the schedule

### 1. Unoccupied in excess of 60 (sixty) days

In consideration of the payment of an additional premium it is hereby declared and agreed that the private residence described herein may be left unoccupied for the period stated in the schedule during any 12 (twelve) calendar months, without the cover in respect of sub-section A perils 8 and 9 being suspended as provided for in Specific condition 2 of this section.

### 2. Domestic refrigerator, deep-freeze, cold store and freezing-room cover

In consideration of the payment of an additional premium, extension 5 of this section is cancelled and replaced by the following:

"5. This section covers deterioration of the contents only due to the change in temperature resulting from accidental or mechanical breakdown of any refrigerator, deep-freeze, cold store or freezing-room in the dwellings and also accidental physical damage to the refrigerator, deep-freeze, cold store or freezing-room and the ensuing physical damage to the buildings and landlord's fixtures

Provided that:

this endorsement does not cover

- (i) loss or damage resulting from the deliberate cessation of the power supply (gas and paraffin included) by any authority
- (ii) loss or damage, other than deterioration of the contents, resulting from any mechanical breakdown of the said refrigerator, deep-freezer, cold store or freezing-room

Provided further that:

- a. the liability of the company in terms of this endorsement shall not exceed the amount stated in the schedule
- b. the insured shall be responsible for the first N\$500 (five hundred Namibia Dollar) or the amount stated in the schedule whichever is the greater in respect of each and every claim".

### 3. Subsidence and landslip

In consideration of the payment of an additional premium this section is extended to cover:  
Damage caused by subsidence and landslip

Provided that:

the insured shall be responsible for the first N\$5 000 (five thousand Namibia Dollar) of each and every claim. This amount is payable in addition to any other first amount payable that may be applicable.

For the purposes hereof any damage shall be deemed to be damage caused by fire

Provided that:

this endorsement does not cover:



- (a) damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
- (b) damage caused by or attributable to:
  - (i) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises
  - (ii) workmen engaged in making any structural alterations, additions, or repairs to any building situated at the insured premises
  - (iii) excavation on or under land other than excavations in the course of mining operations
- (c) consequential loss of any kind whatsoever except loss of rent.

In any action suit or other proceeding where the company alleges that, by reason of the provisions of this endorsement any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

#### **4. Accidental damage**

In consideration of the payment of an additional premium it is hereby declared and agreed that this section is extended to cover the following:

Accidental damage to the contents other than audiovisual equipment (as defined in extension 1 of this section of the policy), aerials and satellite dishes by accidental external means whilst in the buildings at the premises

Provided that:

the company will not be liable in respect of:

- (a) (i) breakage of glass or china including crockery
- (ii) damage arising from wear and tear, depreciation, mildew, rust, moth, vermin, insects, larvae, any process of cleaning, repairing, restoring or dyeing, gradual deterioration which includes the action of light, atmospheric or climatic conditions
- (iii) scratching, abrading, denting or chipping
- (iv) mechanical or electrical breakdown
- (v) damage to electronic data-processing equipment

Provided further that:

- (i) the liability of the company in respect of any one occurrence shall not exceed the amount as stated in the schedule
- (ii) the insured shall be responsible for the first 10% (ten percent) with a minimum of N\$500 (five hundred Namibia Dollar) in respect of each and every claim



(b) Specific condition 4 - Underinsurance shall not be applicable.

## 5. Earthquake

Notwithstanding anything to the contrary contained in sub-section A - Property peril 2 it is hereby declared and agreed that it is amended to read as follows:

"2. earthquake excluding any loss or damage (except loss or damage by fire) arising from mining operations".

## 6. Stock-in-trade and equipment

In consideration of the payment of an additional premium it is hereby declared and agreed that this section is extended to cover the following:

Loss of or damage to stock in trade and equipment whilst inside the buildings as described in the schedule caused by an insured peril described under sub-section A - Property perils 1 to 9

Provided that:

- (a) the stock-in-trade must relate to the home industry described in the schedule and which the insured run from the premises stated in the schedule
- (b) any participant in the home industry described in the schedule and which the insured run from the said premises must be stated in the schedule.

## 7. Mechanical breakdown

In consideration of the payment of an additional premium it is hereby declared and agreed that this section is extended to cover the following:

Accidental mechanical or electrical breakdown of any electrical equipment whilst in the buildings on the premises as described in the schedule

Provided that:

the company will not be liable in respect of:

- (a) damage arising from wear and tear, depreciation, mildew, rust, moth, vermin, insects, larvae, any process of cleaning, dyeing, repairing or restoring, gradual deterioration which includes the action of light atmospheric or climatic conditions
- (b) scratching, abrading, denting or chipping
- (c) damage arising from faulty or defective design materials or workmanship
- (d) damage arising from inherent vice or latent defect
- (e) damage arising from lack of maintenance
- (f) damage to computers, laptops and/or data processing equipment
- (g) damage to tools of any description including garden equipment and implements and automatic pool cleaning equipment
- (h) damage arising through any disregard of the manufacturer's instructions relating to the operation of any electrical equipment



- (i) damage for which provision is made in terms of the guarantee or warranty issued by the manufacturers of any electrical equipment

Provided that:

- (i) Specific condition 4 - Underinsurance shall not be applicable
- (ii) the liability of the company in respect of any one occurrence shall not exceed the amount as stated in the schedule
- (iii) the company shall not be liable for the first N\$500 (five hundred Namibia Dollar) in respect of each and every occurrence.

## **8. Riot and strike**

In consideration of the payment of an additional premium and subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover 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 proviso (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.

## **9. Guesthouses (Accommodation and lodging)**

In consideration of the payment of an additional premium it is hereby declared and agreed that sub-section A - Property 8(a) is amended to read as follows:

- 8. theft or any attempt thereat, but excluding
  - (a) theft (or any attempt thereat) whilst the building(s) or any part thereof be lent, let or sublet by the insured unless such theft (or any attempt thereat) is accompanied by breaking into or out of the building(s) by visible, forcible and violent means. For the purpose of this sub-section 8(a) the accommodation of paying guests, visitors, boarders and lodgers who occupy a maximum of 4 (four) rooms, or the amount of



rooms stated in the schedule whichever is the greater, in the building(s) shall not be deemed to be lending, letting or sub-letting of the building(s)

Provided that:

the insured shall be liable for an additional first amount payable of N\$250 (two hundred and fifty Namibia Dollar) in addition to the basic first amount payable (other than applicable to unoccupied premises) in respect of each and every claim as a result of theft (or any attempt thereat) which is not accompanied by breaking into or out of the building(s) by visible, forcible and violent means.