

Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

1 Buildings

buildings shall mean

- 1.1 the building(s) of the private dwelling house(s) and all private garages, domestic outbuildings and domestic apartments constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule including landlord's fixtures and fittings therein or thereon;
- 1.2 domestic carports;
- 1.3 domestic water tanks and structures thereof, septic sewerage tanks,
- 1.4 domestic tennis courts, squash courts;
- 1.5 domestic walls;
- 1.6 domestic gates and gate motors, fences (other than hedges) including palisades and electric fences, gate and fence posts;
- 1.7 domestic brick, tar or concrete driveways and patios
- 1.8 domestic spa baths, sauna rooms, jacuzzis, sunken swimming pools including the filtration equipment and spa, sauna, jacuzzi and swimming pool machinery (other than automatic pool cleaning equipment), pool safety nets and covers;
- 1.9 domestic fixed water features, statues and ponds
- 1.10 domestic borehole and well point pumps and electrical motors and other domestic water supplying equipment (excluding windmills and its equipment)
- 1.11 domestic solar panel or photovoltaic systems, wind turbines (excluding batteries) and structures thereof

the property of the insured or for which the insured is responsible at the premises described in the schedule.

Defined events

1 Loss or damage by the insured perils described

- 1.1 in sub-section A to the buildings;
- 1.2 in sub-section B to public supply connections;
situated at the premises.

2 Loss of rent as provided for in sub-section C

3 Legal liability as provided for in sub-section D

Sub-section A – Property

Insured perils

1 Fire

fire including subterranean fire

2 Aircraft

aircraft and other aerial devices or articles dropped therefrom including damage caused by sonic shockwaves

3 Bursting

the escape of water from washing machines or dishwashers and the bursting or overflowing of water tanks, water apparatus or water pipes including damage to the apparatus or pipes and the accidental leakage of oil from fixed oil heating installations

4 Earthquake

earthquake, seaquake or volcanic eruption (including tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption)

5 Explosion

explosion

6 Impact

impact

7 Lightning

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

8 Malicious damage

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:

- 8.1 movable property which is:
 - 8.1.1 stolen
 - 8.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured
- 8.2 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
- 8.3 immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - 8.3.1 the removal or partial removal or any attempt thereof of
 - 8.3.2 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 peril does not cover:

- 8.1 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
- 8.2 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
- 8.3 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- 8.4 loss or damage related to or caused by any occurrence referred to in general exception 10.1.1, 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 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 insured becomes unoccupied for 45 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 45 consecutive days, the insured shall become a co-insurer with the company and shall bear a portion of any damage equal to 20% of the claim before deduction of any excess.

9 Storm and water

storm, flood, wind, water, hail or snow, but excluding loss or damage:

- 9.1 that arises from property undergoing any process necessarily involving the use or application of water
- 9.2 as a result of wear and tear or gradual deterioration
- 9.3 caused by subsidence or landslip
- 9.4 to retaining walls

9.5 to gates and fences not constructed of stone, concrete, steel or brick.

10 Theft

theft/house breaking or any attempt thereof of landlord's fixtures and fittings in or on the buildings as defined, but excluding theft whilst the private dwelling and all private garages, domestic outbuildings and domestic apartments are left vacant or is lent, let or sub-let in whole or in part (provided that for the purpose hereof the accommodation of paying guests, boarders or lodgers not exceeding 3 (three) in number shall not be deemed to be lending, letting or sub-letting of the building) unless such theft is accompanied by visible, forcible and violent entry into or out of the buildings.

Specific conditions applicable to sub-section A

1 Average

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, shall be separately subject to this condition.

2 Compulsory excess

The insured shall be liable for

2.1 Occupied premises

the first N\$1 000 of each and every claim in respect of an insured peril under sub-section A (Property) in respect of premises that are occupied and

2.2 Unoccupied premises

the first N\$1 500 of each and every claim in respect of an insured peril under sub-section A (Property) in respect of premises that are not being used as a permanent residence and not being occupied as such at the time of the happening of a defined event.

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

3 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 property fitted with an SABS-approved lightning conductor or lightning conductors 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.

4 Reinstatement value

In the event of the building being damaged, the basis upon which the amount payable is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to nor more extensive than the insured property when new

Provided that:

- 4.1 the work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the insured subject to the liability of the company not being thereby increased) must be commenced and carried out with reasonable dispatch (and in any case must be completed within 12 months after the destruction or damage or within such further time as the company may (during the said 12 months) in writing allow), otherwise no payment, beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein, shall be made
- 4.2 until expenditure has been incurred by the insured in replacing or reinstating the property, the company shall not be liable for any payment in excess of the amount which would have been payable if these conditions had not been incorporated herein
- 4.3 if, at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property had been damaged exceeds the sum insured thereon at the commencement of any damage to such property by a defined event, then the insured shall be considered as being their own insurer for the excess and shall bear a rateable share of the loss accordingly. Each item of this section, if more than one, to which these conditions apply shall be separately subject to this provision
- 4.4 these conditions shall be without force or effect if:

- 4.4.1 the insured fails to intimate to the company within 6 months of the date of damage or such further time as the company may in writing allow, their intention to replace or reinstate the property
- 4.4.2 the insured is unable or unwilling to replace or reinstate the property on the same or another site.

Sub-section B – Public supply connections

Accidental loss of or damage to water, sewerage, gas, electricity and telecommunication connections and other underground pipes the property of the insured or for which the insured is legally responsible between the described buildings and the public supply or mains.

Sub-section C – Rent

Loss of rent as a result of the private dwelling insured being so damaged by any of the perils specified as to be rendered untenable but only for the period necessary for reinstatement and for an amount not exceeding 25% of the sum insured for which the aforementioned private dwelling is insured in terms of this section. The basis of calculation shall be the annual rent of the aforementioned private dwelling unfurnished or its equivalent in rental value.

Sub-section D – Property owner's liability

- 1 all sums for which the insured is legally liable as owner (and not as a private householder occupying the building) of the premises for compensation in respect of:
 - 1.1 death of or bodily injury to or illness of any person (hereinafter in this sub-section referred to as injury)
 - 1.2 physical loss of or physical damage to tangible property (hereinafter in this sub-section referred to as damage)occurring during the period of insurance as a result of an accident.
- 2 all legal costs and expenses:
 - 2.1 recovered by any claimant against the insured
 - 2.2 incurred with the written consent of the companyin respect of a claim against the insured for compensation to which the indemnity expressed in this sub-section applies

Provided that the amount payable in respect of any one event or series of events with one original cause or source will not exceed N\$5 000 000 inclusive of all compensation and all legal costs and all other costs and expenses.

Specific exceptions applicable to sub-section D

The indemnity provided by this sub-section does not apply to nor include:

- 1 Business or profession**
liability in respect of injury or damage caused by or in connection with or arising from any profession or business of the insured;
- 2 Contract of service**
liability in respect of injury to 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
- 3 Deliberate acts**
liability in respect of injury or damage caused by or in connection with or arising from deliberate or malicious acts
- 4 Expenses incurred after full payment of claim**
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
- 5 Explosives**
liability in respect of injury or damage caused by or in connection with or arising from explosives

6 Fines or penalties

liability for fines or penalties or punitive, exemplary or vindictive damages.

7 Gradually operating cause

claims for compensation and legal costs and expenses in respect of injury attributable to a gradually operating cause which did not occur from a sudden and identifiable accident or occurrence

8 Liability assumed by agreement

liability assumed by the insured by agreement and which would not have attached in the absence of the agreement

9 Mechanically propelled vehicles

liability in respect of injury or damage caused by or in connection with or arising from 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

10 Member of the same household

liability in respect of injury to any person who is a member of the insured's household or family whether residing with the insured or not

11 Pollution

11.1 any liability directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence happening during the period of insurance

11.2 the cost 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.

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

12 Property belonging to the insured

liability in respect of damage to property belonging to or in the charge or under the control of the insured or of any domestic worker or agent of the insured or of a member of his family or household;

13 Sexual abuse assault harassment or molestation

liability for any claims arising out of sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature

Specific conditions applicable to all sub-sections

1 Builder's risk

1.1 Under construction

The following conditions are applicable whilst the property described in the schedule is under construction and until it is finally completed:

1.1.1 the following insured perils of sub-section A (Property) are cancelled:

1.1.1.1 3 (Bursting)

1.1.1.2 8 (Malicious damage)

1.1.1.3 10 (Theft)

1.1.2 insured peril 6 (Impact) is cancelled and replaced by the following:

6. Impact

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

6.1 the construction of or completion of the insured property

6.2 architectural alterations and/or additions to and/or restoration to the insured property or the completion of such alterations, additions or restoration

1.1.3 insured peril 9 (Storm and water) of sub-section A (Property) is cancelled and replaced by the following:

9 Storm

storm but excluding loss or damage:

- 9.1 caused by subsidence or landslip
- 9.2 as a result of wear and tear or gradual deterioration
- 9.3 to all fences and gates
- 9.4 to retaining walls

1.1.4 Sub-section B (Public supply connections) is cancelled

1.1.5 Sub-section C (Rent) is cancelled

1.1.6 Sub-section D (Property owner's liability) is cancelled

1.1.7 The following extensions are cancelled:

- 1.1.7.1 1 (Accidental breakage of glass and sanitaryware extension to sub-section A (Property))
- 1.1.7.2 2 (Accidental damage to machinery for domestic use extension to sub-section A (Property))
- 1.1.7.3 3 (Aerials and satellite dishes extension to sub-section A (Property))

1.2 Additions and / or alterations

The following conditions are applicable whilst the property described in the schedule is subject to additions and / or alterations until it is finally completed, but only in respect of a claim arising out of or caused by or attributable solely to such additions and/or alterations:

1.2.1 The following sub sections are cancelled:

- 1.2.1.1 Sub-section C (Rent)
- 1.2.1.2 Sub-section D (Property owner's liability)

1.2.2 Extension 1 (Accidental breakage of glass and sanitaryware extension to sub-section A (Property)) is cancelled

Specific exceptions

This section does not cover:

1 Borehole pumps

loss of or damage to domestic borehole pumps and electrical motors as described in 1.10 of definition 1 (Buildings) caused by insured peril 9 (Storm and water) of sub-section A (Property) which are situated below the normal flood levels

2 Consequential loss

consequential loss or consequential damage of any kind whatsoever except in the case of loss of rent as provided for in this section

3 Structural defects

any loss or damage as a result of structural defects, faulty design, defective workmanship, lack of maintenance, normal wear and tear, corrosion, inherent vice and latent defect.

Clauses, extensions and limitations

1 Accidental breakage of glass and sanitaryware extension to sub-section A (Property)

The insurance under sub-section A (Property) covers accidental breakage (but only whilst the private dwelling is furnished and occupied) of fixed glass and mirrors against walls and in windows, 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 building.

2 Accidental damage to machinery for domestic use extension to sub-section A (Property)

The insurance under sub-section A (Property) covers sudden accidental loss of or damage (excluding wear and tear) to fixed machinery, for domestic use only, of swimming pools (excluding automatic pool

cleaners), jacuzzis, boreholes (excluding windmills), spray irrigation systems, filtration equipment, air conditioners, alarm systems and gate and garage door motors installed at the private dwelling of the insured

Provided that:

- 2.1 the company shall not be liable in respect of:
 - 2.1.1 loss or damage directly or indirectly caused by rust, subsidence, landslip or the collapse of any building
 - 2.1.2 misapplication of tools or equipment, experiments, wilful overloading or the introduction of abnormal conditions
 - 2.1.3 damage arising out of hydraulic testing or which is discovered during routine examination
 - 2.1.4 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
 - 2.1.5 repair or replacement:
 - 2.1.5.1 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
 - 2.1.5.2 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
 - 2.1.6 consequential loss or damage of any nature
 - 2.1.7 any claim provided for in terms of the guarantee or warranty issued by the manufacturer of the afore-mentioned machinery or provided for in terms of a service contract in respect of such machinery
 - 2.1.8 the first N\$1 000 of each and every claim.
- 2.2 the liability of the company is limited to N\$10 000 or the amount stated in the schedule whichever is the greater in respect of any one occurrence.

3 Aerials and satellite dishes extension to sub-section A (Property)

The insurance under sub-section A (Property) covers damage to aerials and satellite dishes caused by breakage or collapse thereof.

4 Capital additions extension to sub-section A (Property)

The insurance under sub-section A (Property) covers alterations, additions and improvements (but not appreciation in value in excess of the sum(s) insured) to the property for an amount not exceeding 15% of the sum insured thereon, it being understood that the insured undertake to advise the company as soon as possible of such alterations, additions and improvements and to pay the appropriate additional premiums thereon.

5 Compulsory excess (domestic solar panel or photovoltaic systems or wind turbines)

The insured shall be liable for the first 10% with a minimum of N\$1 000 of each and every claim in respect of loss of or damage to domestic solar panel or photovoltaic systems or wind turbines by any of the insured perils described in sub-section A (Property).

6 Costs of removal of fallen trees extension to sub-section A (Property)

The insurance under this sub-section A (Property) covers costs reasonably and necessarily incurred in removing trees or parts of trees from the dwelling(s) or premises as described in the schedule that have fallen following a defined event or leaning trees (except falling trees while contractors are engaged in the felling thereof) that are in danger of causing damage to insured property

Provided that:

- 6.1 the company's liability will not exceed N\$10 000 in respect of any one occurrence
- 6.2 such costs will be subject to the company's prior written consent
- 6.3 the insured will be responsible for the first N\$500 in respect of any one occurrence.

7 Damage by wild baboons or wild monkeys or wild animals extension to sub-section A (Property)

Sub-section A (Property) is extended to include loss of or damage to the private dwelling house(s), private garage(s), domestic outbuilding(s) or domestic apartment(s) situated on the premises at the risk address stated in the schedule, caused by wild baboons or wild monkeys or wild animals

Provided that:

- 7.1 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
- 7.2 the company's liability will not exceed N\$10 000 in respect of any one occurrence
- 7.3 the insured will be responsible for the first N\$1 000 in respect of any one occurrence.

8 Damage to garden extension to sub-section A (Property)

Sub-section A (Property) is extended to include costs reasonably and necessarily incurred by the insured in the insured's capacity as owner of the buildings for the replacement of trees, shrubs and plants and water features situated at the premises following damage due to any insured peril

Provided that:

- 8.1 the company's liability will not exceed N\$10 000 in respect of any one occurrence
- 8.2 the insured will be responsible for the first N\$500 in respect of any one occurrence.
- 8.3 the liability of the company in respect of any one loss shall not exceed N\$10 000 where this extension is available under any other sections of the policy.

9 Discomfort extension to sub-section A (Property)

In the event of a total loss of the premises caused by any insured peril for which the company has indemnified the insured, an additional amount of N\$10 000 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 as a result of a total loss where both buildings and contents has been insured.

10 Domestic borehole pumps and electrical motors limitation to sub-section A (Property)

The insured is liable for an excess of N\$500 each and every claim in respect of loss of or damage to any domestic borehole pump and/or electrical motor and electrical switchgear thereof (excluding windmills and its equipment) caused by an insured peril. This amount is payable in addition to any other excess that may be applicable.

11 Fire extinguishing charges extension to sub-section A (Property)

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.

12 Inflation extension to sub-section A (Property)

The sum insured in respect of buildings 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/her responsibility to ensure that the sums insured represent the full replacement value of the property at all times.

13 Keys and locks extension to sub-section A (Property)

The insurance under sub-section A (Property) 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.

The insurance under sub-section A (Property) 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:

- 13.1 the company's liability will not exceed N\$10 000 in respect of any one occurrence
- 13.2 the company shall not be liable for the first N\$250 in respect of any one occurrence.

14 Loss of water by leakage extension to sub-section A (Property)

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

- 14.1 in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more the company will indemnify the insured for the cost of such additional water consumed up to a limit of N\$7 500
- 14.2 up to N\$7 500 shall be payable for not more than two separate incidents in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date)
- 14.3 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
- 14.4 this extension does not cover the cost of remedial action including repairs to pipe(s) affected
- 14.5 the company shall not be liable for claims:
 - 14.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools
 - 14.5.2 whilst the property is unoccupied for a period in excess of 30 days
 - 14.5.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe.

15 Mechanical breakdown (electric and gas stoves only) extension to sub-section A (Property) (if stated in the schedule to be included)

Sub-section A (Property) is extended to include accidental mechanical or electrical breakdown of any electric or gas stove whilst in the buildings on the premises as described in the schedule

Provided that:

- 15.1 the company will not be liable in respect of:
 - 15.1.1 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
 - 15.1.2 scratching, abrading, denting or chipping
 - 15.1.3 damage arising from faulty or defective design materials or workmanship
 - 15.1.4 damage arising from inherent vice or latent defect
 - 15.1.5 damage arising from lack of maintenance
 - 15.1.6 damage arising through any disregard of the manufacturer's instructions relating to the operation of the electric stove
 - 15.1.7 damage for which provision is made in terms of the guarantee or warranty issued by the manufacturers of the electric stove
- 15.2 specific condition 1 (Average) to sub-section A (Property) shall not be applicable
- 15.3 the liability of the company in respect of any one occurrence shall not exceed the amount per item as stated in the schedule
- 15.4 the company shall not be liable for the first N\$500 (five hundred rand) in respect of each and every occurrence.

16 Mobility extension to sub-section A (Property)

In the event of bodily injury, caused by a violent act of theft, attempted theft, hold up, hijacking or fire, to the insured or member of his family normally residing with the insured, while in the dwelling or its grounds and as a direct result of the incident such person becomes permanently dependent on a wheelchair for mobility, the company will pay the insured for costs reasonably and necessarily incurred for:

- 16.1 a self-propelled wheelchair and/or
- 16.2 alterations to the insured private residence at the risk address stated in the schedule, to facilitate the use of such wheelchair

Provided that:

- 16.3 the company's liability will not exceed N\$15 000 in respect of any one occurrence
- 16.4 the liability of the company in respect of any one loss shall not exceed N\$15 000 where this extension is available under any other sections of the policy.

17 Mortgagee / financier clause to sub-section A (Property)

The interest of any mortgagee / financier in the insurance under this section shall not be prejudiced by any act or omission on the part of the insured whereby the risk of loss or damage is materially increased without the mortgagee's / financier's knowledge. The mortgagee / financier shall, however, inform the company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the company.

18 Power surge

The insurance under sub-section A (Property) is extended to include loss or damage caused by power surge provided that:

- 18.1 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 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
- 18.2 for the purposes of this extension; cover is only extended to include the property specifically insured under this section
- 18.3 this extension specifically excludes any consequential losses which may arise following an insured loss
- 18.4 the insured shall be responsible for an excess of 10% of claim minimum N\$1 000.
- 18.5 specific condition 1 (Average) to sub-section A (Property) shall not be applicable

19 Public authority's requirements clause to sub-section A (Property)

The insurance under sub-section A (Property) includes such additional cost of repairing or rebuilding the damaged property incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of any act of parliament or ordinance of any provincial, municipal or other local authority

Provided that:

- 19.1 the amount recoverable under this clause shall not include:
 - 19.1.1 the cost incurred in complying with any of the aforesaid regulations:
 - 19.1.1.1 in respect of damage occurring prior to granting of this clause
 - 19.1.1.2 in respect of damage not insured by this section
 - 19.1.1.3 under which notice has been served upon the insured prior to the happening of the damage
 - 19.1.1.4 in respect of undamaged property or undamaged portions of property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged
 - 19.1.2 the additional cost that would have been required to make good the property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen
 - 19.1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations
- 19.2 the work of repairing or rebuilding must be commenced and carried out with reasonable dispatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the company under this clause not being thereby increased

- 19.3 if the liability of the company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exceptions and conditions of this section, then the liability of the company under this clause in respect of any such item shall be reduced in like proportion
- 19.4 the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

20 Rebuilding costs extension to sub-section A (Property)

The insurance under sub-section A (Property) covers costs necessarily incurred by the insured in respect of the following as a result of loss or damage caused by any of the insured events:

- 20.1 architects', surveyors', consulting engineers' and other fees approved by the company
- 20.2 demolition, debris removal or the erection of pavement hoardings during rebuilding operations
- 20.3 costs to comply with building regulations framed in accordance with any act of parliament or by ordinance of any municipal or other local authority

Provided that the liability of the company in respect of these costs payable in addition to any other payment for which the company may be liable in terms of this section will not exceed 20% of the sum insured of the property affected.

21 Riot and strike (excluding loss or damage occurring in the Republics of South Africa and Namibia) extension to sub-sections A (Property), B (Public supply connections) and C (Rent) (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, sub-sections A and B are extended to cover damage directly occasioned by or through or in consequence of:

- 21.1 civil commotion, labour disturbances, riot, strike or lockout
- 21.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 21.1 above

Provided that this extension does not cover:

- 21.1 loss or damage occurring in the Republics of South Africa and Namibia
- 21.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- 21.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation
- 21.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- 21.5 loss or damage related to or caused by any occurrence referred to in general exception 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 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 21.1, 21.2, 21.3, 21.4 or 21.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

22 Security guards extension to sub-section A (Property)

The company will indemnify the insured for costs reasonably and necessarily incurred in employing security guards following loss of or damage to any insured building(s) caused by an insured event

Provided that the company's liability will not exceed N\$10 000 in respect of any one occurrence.

23 Special replacement of geysers extension to sub-section A (Property) (if stated in the schedule to be included)

The company agrees that in event of a total loss of a geyser caused by an insured peril, a conventional geyser may be replaced by a heat pump, solar or gas geyser

Provided that:

- 23.1 the liability of the company in terms of this extension shall not exceed the amount stated in the schedule
- 23.2 the company shall not be liable for the first N\$1 000 in respect of each and every claim.

If the cost of replacing the geyser is of greater value than 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 share of the loss accordingly.

Every item, if more than one, shall be separately subject to this condition.

24 Subsidence heave and landslip (Limited cover)

Sub-section A (Property) is extended to include loss of or damage to the private residence caused by subsidence or heave of the land supporting the private residence or landslip

Provided that

- 24.1 such loss or damage is not caused by or does not arise from:
 - 24.1.1 excavations other than mining excavations
 - 24.1.2 alterations, additions or repairs to the private residence
 - 24.1.3 the compaction of infill
 - 24.1.4 defective design, materials or workmanship
 - 24.1.5 normal settlement, shrinkage or expansion of the private residence.
- 24.2 the company will not be liable for loss or damage to:
 - 24.2.1 solid floor slabs or any other part of the private residence resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or outbuildings are damaged by the same cause at the same time
 - 24.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or outbuildings are damaged by the same cause at the same time
- 24.3 the company will not be liable for work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the private residence and any subsequent additions thereto
- 24.4 the insured will be responsible for the first N\$5 000 of each and every claim.

25 Subsidence heave and landslip extension to sub-section A (Property) (if stated in the schedule to be included)

Sub-section A (Property) is extended to cover damage caused by subsidence heave and landslip

Provided that:

- 25.1 this extension does not cover:
 - 25.1.1 damage to drains, watercourses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured
 - 25.1.2 damage caused by or attributable to:
 - 25.1.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises
 - 25.1.2.2 workmen engaged in making any structural alterations, additions, or repairs to any building situated at the insured premises
 - 25.1.2.3 excavation on or under land other than excavations in the course of mining operations
 - 25.1.3 consequential loss of any kind whatsoever except loss of rent
- 25.2 the insured shall be responsible for the first N\$5 000 (five thousand rand) of each and every claim. This amount is payable in addition to any other excess that may be applicable.

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.

26 Temporary repairs and measures after a loss extension to sub-section A (Property)

Sub-section A (Property) is extended to include all reasonable costs and/or expenses incurred by the insured in effecting such temporary repairs and by taking such temporary measures as may be reasonably necessary after a defined event

Provided that the liability of the company for such costs and/or expenses shall not exceed N\$15 000 in respect of any one event.

27 Tenants extension to sub-section A (Property)

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, exceptions 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.

28 Workmen extension to sub-section A (Property)

Contractors may be working in or on any of the within described buildings without prejudice to this insurance.

