



## Buildings Combined

### Defined events

The company will indemnify the insured in respect of:

Loss of or damage to the buildings including all outbuildings thereto, (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls), gates, posts of the building stated in the schedule, fences (other than hedges) which encloses the building stated in the schedule (excluding paddock and boundary fences) and tarred or paved roads, driveways, septic sewerage tanks, paths or parking areas situated as stated in the schedule by any of the perils described in sub-section A and public supply or main connections by the perils described in sub-section B and rent as provided for in sub-section C and liability as provided for in sub-section D.

#### **Sub-section A: Loss or damage caused by any of the under mentioned perils, to the buildings stated in the schedule**

1. Fire, lightning, thunderbolt, subterranean fire, explosion
2. Earthquake
3. Storm, wind, water, hail or snow, but excluding loss or damage:
  - (a) that arises from its undergoing any process necessarily involving the use or application of water
  - (b) as a result of wear and tear or gradual deterioration
  - (c) by subsidence or landslip
  - (d) to gates, posts and fences not constructed of stone, concrete, steel or brick
  - (e) to retaining walls
4. Aircraft and other aerial devices or articles dropped therefrom
5. Impact by animals, trees (except falling trees whilst contractors are engaged in the felling thereof), aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes, vehicles or property in or on such vehicles
6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from any building
7. Malicious damage (as defined in sub-section E)
8. Accidental damage to sanitary ware, but the amount payable will be reduced by N\$250 (two hundred and fifty Namibia Dollar) for each and every such damage.



### **Sub-section B: Damage to public supply main connections**

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

### **Sub-section C: Loss of rent**

Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage or its equivalent in rental value.

### **Sub-section D: Legal liability**

Damages for which the insured shall become legally liable to pay consequent upon:

1. accidental death of or bodily injury to or illness of any person (hereinafter termed injury)  
or
2. accidental physical loss of or physical damage to tangible property (hereinafter termed damage)

occurring during the period of insurance in, on or about the property insured and arising from the insured's ownership thereof

Provided that:

the amount payable inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other costs and expenses incurred with the company's consent for any one event or series of events with one original cause or source shall not exceed the amount of N\$1 000 000 (one million Namibia Dollar).

### **Specific exceptions (Applicable to sub-section D - Liability)**

The company will not indemnify the insured under this sub-section in respect of:

1. injury or damage sustained by:
  - (a) any member of the same household as the insured
  - (b) any person employed by the insured under a contract of service or apprenticeship and arising directly from and in the course of such employment by the insured
  - (c) any other person resulting from the ownership of or use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers)
2. damage to property:
  - (a) (i) belonging to the insured
  - (ii) in the custody or control of the insured or any employee of the insured



- (b) caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure
- 3. liability assumed by agreement unless liability would have attached to the insured notwithstanding such agreement
- 4. (a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination

Provided that:

this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence

- (b) 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 section to cover any liability which would not have been insured under this section in the absence of this exception.

- 5. fines, penalties, punitive, exemplary, or vindictive damages.

#### **Specific exceptions (Applicable to sub-section D - Liability)**

- 1. Where more than one insured is named in the schedule, the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.
- 2. Provided that the aggregate liability of the company is not increased beyond the limit of indemnity stated, the company will also indemnify as though a separate policy had been issued to each:
  - (a) in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured
  - (b) any partner or director or member or employee of the insured (if the insured so requests) against any claim for which the insured are entitled to indemnity under this insurance.
- 3. In respect of this sub-section only, General exception 1 is deleted and replaced by the following:

“This sub-section does not cover injury, damage or liability directly or indirectly caused by, related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution or military or usurped power.”
- 4. If at the time of any event giving rise to a claim under this sub-section, indemnity is also provided under any other insurance, this sub-section shall not be drawn into contribution with such other insurance except in respect of any excess over and above the amount payable by such other insurance.



### Sub-section E: Malicious damage

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 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 of

the said immovable property or any part thereof with the intention of stealing any part thereof

Provided that this extension does not cover:

- (a) loss or damage related to or caused by fire or explosion
- (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)(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 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.

If any building insured 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 proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.



## **Sub-section F: Damage to water tanks, water apparatus, geysers or water pipes**

This section is extended to cover loss of or damage to water tanks, water apparatus, geysers or water pipes the property of the insured installed in the buildings described in the schedule

Provided that:

the insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar)N\$1 000 (one thousand Namibia Dollar)in respect of each and every claim.

## **Specific conditions, clauses and extensions**

### **1. Rebuilding costs**

The insurance under this section 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:

- (a) architects, surveyors, consulting engineers and other fees approved by the company
- (b) demolition, debris removal or the erection of pavement hoardings during rebuilding operations
- (c) 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 will not exceed 20% (twenty percent) of the sum insured.

### **2. Capital additions**

The insurance under this section 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 25% (twenty five percent) of the sum insured thereon, it being understood that the insured undertake to advise the company each quarter of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **3. 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.

### **4. Mortgagee**

The interest of any mortgagee in this insurance under this section shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee 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.



## 5. Public authorities' requirements

The insurance under this section 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:

1. the amount recoverable under this specific condition shall not include:
  - (a) the costs incurred in complying with any of the aforesaid regulations:
    - (i) in respect of damage occurring prior to granting of this specific condition
    - (ii) in respect of damage not insured under this section
    - (iii) under which notice has been served upon the insured prior to the happening of the damage
    - (iv) 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
  - (b) 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
  - (c) 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
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch 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 specific condition not being thereby increased
3. if the liability of the company under any item of this section apart from this specific condition 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 specific condition in respect of any such item shall be reduced in like proportion
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

## 6. Railway and other subrogation

The insured shall not be prejudiced by signing the "Transnet Cartage (Hazardous premises) Indemnity" or other special agreements with Transnet Administration regarding private sidings or similar agreements with other government bodies.



## 7. Reinstatement value

In the event of property other than stock 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 or more extensive than the insured property when new

Provided that:

- (a) 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 despatch, and in any case must be completed within 12 (twelve) months after the destruction or damage or within such further time as the company (during the said 12 (twelve) 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
- (b) 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
- (c) 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
- (d) these conditions shall be without force or effect if:
  - (i) the insured fail to intimate to the company within 6 (six) 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
  - (ii) the insured are unable or unwilling to replace or reinstate the property on the same or another site.

## 8. Temporary removal

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, the Kingdoms of Eswatini, Zimbabwe and Malawi

Provided that:

the amount payable under this specific condition shall not exceed that which would have been payable had the loss occurred on the premises from which the property is temporarily removed.

## 9. Tenant's

The company's liability to the insured shall not be affected by any act or omission on the part of 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.

**10. Underinsurance (Not applicable to peril 8 (Accidental damage) of sub-section A)**

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.

**11. Security firms (Applicable to sub-section D - Liability)**

Notwithstanding specific exception 3, if, in terms of a contract with a security firm engaged in the course of the insured's business (as owner of the premises specified in the schedule) to protect the insured's property at the premises stated in the schedule, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment at these premises, then this sub-section includes such legal liability to the extent that indemnity would have been granted under this sub-section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule for this sub-section.

If, at the time of an occurrence giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the company shall not be liable to make any payment except in respect of any amount above the amount payable under such other policy.

**12. 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.

**13. Temporary repairs and measures after a loss**

This section 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 (fifteen thousand Namibia Dollar) in respect of any one event.

**14. Subsidence and landslip (Limited cover)**

This section is hereby extended to include loss of or damage caused by subsidence and landslip other than loss or damage caused to or by:

- (a) drains, water courses, boundary walls, garden walls, screen and retaining walls, gate posts, gates, fences, driveways, paving, swimming pool borders or tennis courts



- (b) or attributable to faulty design, insufficient compacting or filling, poor construction
- (c) removal or weakening of support
- (d) structural alterations, additions or repairs
- (e) surface or subterranean excavations except those performed during mining operations
- (f) normal settlements, shrinkage or expansion
- (g) contraction or expansion of clay and similar soil types due to its moisture or water content
- (h) existing damage at inception of this extension
- (i) consequential loss of any kind whatsoever except loss of rent.

Should the company allege cover under this extension does not apply the insured shall have the burden of proving the contrary.

The insured will be responsible for the first N\$5 000 (five thousand Namibia Dollar) of each and every claim.

#### **15. 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:

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

Provided further that where this extension is available under more than one section of this policy the liability of the company in respect of any one loss shall not exceed N\$10 000 (ten thousand Namibia Dollar).

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

This section is extended to include loss of or damage to the building(s) and outbuilding(s) thereto 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) N\$1 000 (one thousand Namibia Dollar) in respect of each and every claim.

#### **17. Power surge (Buildings)**

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 the amount stated in the schedule whichever is the lesser, 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) 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)
- (iii) for the purposes of this extension; cover is only extended to include the property specifically insured under this section
- (iv) this extension specifically excludes any consequential losses which may arise following an insured loss

Specific condition Underinsurance shall not apply to this extension.

#### **18. Compulsory first amount payable (Solar panels or photovoltaic systems and wind turbines)**

The insured shall be liable for the first 10% (ten percent) with a minimum of N\$1 000 (one thousand Namibia Dollar) N\$1 000 (one thousand Namibia Dollar) of each and every claim.

#### **19. Costs of removal of fallen trees**

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

Provided that:

- (a) the company's liability will not exceed N\$10 000 (ten thousand Namibia Dollar) any one occurrence
- (b) such costs will be subject to the company's prior written consent
- (c) the insured will be responsible for the first N\$500 (five hundred Namibia Dollar) in respect of any one occurrence.



- (d) 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.

## 20. Damage to 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 buildings as stated in the schedule 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.

## Endorsements applicable if so stated in the schedule

### 1. 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 bear the first portion of each and every claim up to an amount calculated at 1% (one percent) of the sum insured on the property with a minimum of N\$500 (five hundred Namibia Dollar) and a maximum of N\$50 000 (fifty thousand Namibia Dollar). This amount is payable in addition to any other amount that may be applicable.

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

Provided that:

this extension 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 attributed 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 extension any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

## 2. 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 sub-sections A, B, and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

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

Provided that this extension does not cover:

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

If the company alleges that, by reason of 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.

## 3. Escalator clause

During each period of insurance, the sum(s) insured under sub-section A of this section shall be increased by that portion of the percentage specified in the schedule which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the sum(s) insured in force at the commencement of the period of insurance.

At each renewal date, the insured shall notify the company of the sum(s) to be insured for the forthcoming period of insurance and the percentage increase required for such period. In default thereof, the provisions of this extension shall cease to apply.



The additional premium for this extension shall be 50% (fifty percent) of the premium produced by applying the percentage specified to the annual premium for the sum insured to which this extension applies.

#### **4. Prevention of access extension to sub-section C - Loss of rent**

If property within a 10 (ten) km radius of the premises stated in the schedule is lost or damaged by a peril defined in sub-section A during the period of insurance and this prevents or hinders the use of or access to the property insured by this section, the company will pay any loss of rent the insured may incur as a result thereof up to an amount not exceeding 25% (twenty five percent) of the sum insured on the affected property. The loss of rent calculation will be based on the rent payable immediately preceding the loss or damage or its equivalent rental value.

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

5.1 In consideration of the payment of an additional premium and notwithstanding anything contained herein to the contrary the following perils in respect of sub-section A of the Defined events are added/amended in terms of this section:

- (a) 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 water tanks, water apparatus or water pipes and the accidental leakage of oil from fixed oil-fired heating installations
- (b) Collapse or breakage of antennae, satellite dishes as well as damage to these items, if they form a fixed part of the insured building(s) and damage was caused by perils 1 to 7 of sub-section A of this section
- (c) Accidental damage to:  
  
fixed glass and mirrors against walls, in windows, doors, fanlights, skylights, solar heating systems, fixed external signs and verandas, stove glass tops, fixed wash basins, baths, pedestals, sinks, lavatory pans and splash-backs (but excluding chipping, scratching and other disfiguration) forming fixed part of the building(s)
- (d) Accidental loss of or damage (excluding wear and tear) to fixed swimming pool and jacuzzi machinery or borehole pumps (excluding windmills) for domestic use only, electrified gates and garage doors installed at the insured building(s) in use as guesthouse(s)

Provided that:

the liability of the company shall not exceed N\$3 000 (three thousand Namibia Dollar) in respect of any one occurrence

- (e) Accidental discharge or leakage from fire extinguishing installations or appliances
- (f) Total or partial failure of the public supply of electricity to the premises of the insured

Provided that:



this extension does not cover loss or damage resulting from damage directly or indirectly caused by:

- (i) shortage of fuel or water
- (ii) a fault on any part of the installation belonging to the premises
- (iii) the exercise of an authority, empowered by law to supply electricity, of its power to withhold or restrict supply unless such withholding or restriction is directly attributable to damage to property of such authority.

The company shall not be liable in terms of this extension 14 unless such interruption or interference extends beyond 24 (twenty four) hours.

(g) Loss or damage to stock in refrigeration and/or cooling units at the premises by deterioration or purification caused by:

- (i) a change in temperature resulting from:
  - (a) failure of the unit or non-operation (from any inherent cause) of any thermostatic device controlling the plant or failure of the wiring from the main switch to ancillary switches or power plugs and between ancillary switches and power plugs and the driving motor including the failure of power plugs and switches
  - (b) failure of the public supply of electricity and/or gas at the terminal ends of the supply authority's device feeders to the premises
  - (c) the wrongful setting of any thermostatic device including the accidental switching off of the supply controlling the plant
- (ii) the action of refrigerant fumes, which have escaped from the unit

Provided that:

this extension does not cover:

- (a) loss or damage caused by a deliberate act by the supply authority or the exercise by any supply authority of its power to withhold or restrict the supply of electricity and/or gas
- (b) more than N\$25 000 (twenty five thousand Namibia Dollar) any one event or occurrence.

The insured is responsible for a first amount payable of N\$2 500 (two thousand five hundred Namibia Dollar) in respect of each single claim as a result of the perils as described in vii (a) and (b) above.

(h) Insured peril 6 in respect of theft is amended to read as follows:

"6. Theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such building or as a result of theft or any attempt thereat following violence or threat of violence. If any building insured or containing the insured property becomes unoccupied for 30 (thirty) consecutive days, this item is suspended as regards the property affected unless the insured before the occurrence of damage obtains the written agreement of the company to continue this insurance. During the period of the initial unoccupancy of 30



(thirty) days the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable. The company's liability is restricted to 25% (twenty five percent) of the sum insured and the insured shall be responsible for the first 10% (ten percent) of claim with a minimum of N\$2 500 (two thousand five hundred Namibia Dollar) for each and every claim admitted in terms hereof".

#### 5.2 Sub-section C: Loss of rent

The wording with regards to this sub-section is amended as follows:

"Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement and for an amount not exceeding 25% (twenty five percent) of the sum insured applicable to buildings including fixed accessories therein or thereon. The basis of calculation shall be the rent payable by the insured as lessee of the building(s) including fixed accessories therein or thereon immediately preceding the damage or if the insured is not the lessee of the building(s) including fixed accessories therein or thereon, the rental equivalent thereof which they would receive as lessor for leasing all the building(s) including accessories therein or thereon to a single legal entity".

#### 5.3 Damage to 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 buildings as stated in the schedule following damage caused by fire, explosion, firefighting or other 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.

#### 5.4 External sign boards, canopies and blinds

Costs reasonably and necessarily incurred by the insured in the insured's capacity as owner of the buildings for the replacement of external sign boards, canopies and blinds situated at the premises following damage due to any insured peril as defined under sub-section A

Provided that:

- (a) the company's liability will not exceed N\$5 000 (five thousand Namibia Dollar) in respect of any one occurrence



- (b) the insured will be liable for the first N\$250 (two hundred and fifty Namibia Dollar) in respect of any one occurrence.

#### 5.5 Mortalities of horses

This section is extended to indemnify the insured in respect of the death of horses being used for the sole purpose of the guesthouse activities following death due to fire and lightning only up to a maximum amount of N\$5 000 (five thousand Namibia Dollar)

#### 5.6 Costs of removal of fallen trees

The insurance under this section 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 as defined under Sub-section A – Loss or damage or leaning trees (except falling trees whilst contractors are engaged in the felling thereof) that are in danger of causing damage to insured property

Provided that:

- (a) the company's liability will not exceed N\$10 000 (ten thousand Namibia Dollar) any one occurrence
- (b) such costs will be subject to the company's prior written consent
- (c) the insured will be responsible for the first N\$500 (five hundred Namibia Dollar) in respect of any one occurrence
- (d) 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 extension of the policy.