



Houseowners

Description of buildings referred to herein

The building(s) of the private dwelling house(s) and all private garages, domestic outbuildings and domestic apartments of which the situation is as stated in the schedule and constructed of brick, stone or concrete and roofed with slate, tiles, metal, concrete or asbestos unless otherwise stated in the schedule including domestic walls, gates and machinery thereof, domestic fences (other than hedges), 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, tennis courts, squash courts, domestic water tanks, solar panel or photovoltaic systems, wind turbines (excluding batteries) and structures thereof, domestic septic sewerage tanks, borehole pumps and electrical motors and other domestic water supplying equipment (excluding windmills and its equipment), domestic brick, tar or concrete driveways and patios on the same premises and used solely in connection therewith including landlord's fixtures and fittings therein or thereon.

Contingencies

Defined events

Sub-section A: Property

Loss or damage caused by any of the under mentioned perils to the buildings described in the schedule

1. fire, lightning, explosion
2. earthquake
3. storm, flood, wind, water, hail or snow, but excluding loss or damage:
 - (a) that arises from property undergoing any process necessarily involving the use or application of water
 - (b) as a result of wear and tear or gradual deterioration
 - (c) caused by subsidence or landslip
 - (d) to retaining walls
 - (e) to gates and fences not constructed of stone, concrete, steel or brick.
4. aircraft and other aerial devices or articles dropped therefrom
5. 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
6. impact



7. 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
8. malicious damage (as described in sub-section H).

Sub-section B: Damage to public supply or mains connections

This section covers accidental loss of or damages 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: Loss of rent

This section covers loss of rent as a result of the private dwelling insured 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% (twenty five percent) 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

This section covers:

- (a) 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:
 - (i) death of or bodily injury to or illness of any person
 - (ii) physical loss of or physical damage to tangible propertyoccurring 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 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 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 sub-section does not apply to nor include the following:



- (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 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
- (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) any fines or penalties or punitive, exemplary or vindictive damages

Provided that:

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

- (g) 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

- (h) 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



- (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.

Sub-section E: Accidental breakage of glass and sanitary ware

This section covers accidental breakage (but only whilst the private dwelling be 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.

Sub-section F: Aerials and satellite dishes

This section covers damage to aerials and satellite dishes caused by breakage or collapse thereof.

Sub-section G: Accidental damage to machinery for domestic use

This section 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), jacuzzi's, 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:

the liability of the company is limited to N\$10 000 (ten thousand Namibia Dollar) or the amount stated in the schedule whichever is the greater in respect of any one occurrence.

Specific exceptions applicable to sub-section G

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, willful 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 afore-mentioned machinery or provided for in terms of a service contract in respect of such machinery
- (viii) the first N\$1 000 (one thousand Namibia Dollar) of each and every claim.

Sub-section H: 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 willful 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 sub-section 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 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 portion of any damage equal to 20% (twenty percent) of the claim before deduction of any first amount payable.

Specific conditions, clauses and extensions

1. 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:

- (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 dispatch (and in any case must be completed within 12 (twelve) months after the destruction or damage or within such further time as the company may (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 fails 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 is unable or unwilling to replace or reinstate the property on the same or another site.

2. 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 for which the company may be liable in terms of this section will not exceed 20% (twenty percent) of the sum insured.

3. 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 15% (fifteen percent) 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.

4. 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 - Property 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:

- (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.

5. Mortgagee

The interest of any mortgagee in the 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.

6. 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.

7. Public authority's 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 clause shall not include:
 - (a) the cost incurred in complying with any of the aforesaid regulations:
 - (i) in respect of damage occurring prior to granting of this clause
 - (ii) in respect of damage not insured by 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 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
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
4. the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

8. Tenants

The company's liability to the insured shall not be affected by any act or omission on the part of any owner of a building or any tenant (other than the insured) without the insured's knowledge. The insured shall, however, inform the company as soon as any such act or omission which is a contravention of any of the terms, 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.

9. Workmen

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

10. 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, shall be separately subject to this condition.

11. Inflation

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.

12. 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 the perils described in sub-section A - Property.

13. Compulsory first amount payable (Unoccupied premises)

In the event of any property hereby insured not being used as a permanent residence and not being occupied as such the insured shall be liable for the first N\$2 500 (two thousand five hundred Namibia Dollar) in respect of each and every occurrence giving rise to a claim in respect of sub-section A - Property of which the cause arose whilst such property was unoccupied.

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.

14. Builder's risk

1. Under construction

The following conditions are applicable whilst the property described in the schedule is under construction and until it is finally completed, this section will be deemed to read as follows:

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

5, 7 and 8

(b) peril 3 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 all fences and gates
- (iv) to retaining walls"

(c) peril 6 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) Sub-section B - Damage to public supply or mains connections is cancelled
 - (e) Sub-section C - Loss of rent is cancelled
 - (f) Sub-section D - Property owner's liability is cancelled
 - (g) Sub-section E - Accidental breakage of glass and sanitary ware is cancelled
 - (h) Sub-section F - Aerials and satellite dishes is cancelled
 - (i) Sub-section G - Accidental damage to machinery for domestic use is cancelled

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:

The following sub sections are cancelled:

- (a) Sub-section C - Loss of rent
- (b) Sub-section D - Property owner's liability
- (c) Sub-section E - Accidental breakage of glass and sanitary ware.

15. 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.

16. Domestic borehole pumps and electrical motors (Excluding windmills and its equipment)

The insured is liable for the first N\$500 (five hundred Namibia Dollar) of each and every claim in respect of any damage to or loss of any domestic borehole pump and/or electrical motor and electrical switchgear thereof (excluding windmills and its equipment) caused by any of the perils as referred to in sub-section A - Property. This amount is payable in addition to any other first amount payable that may be applicable.

17. Discomfort cover



In the event of a total loss of the premises 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 buildings and contents has been insured.

18. Security guards

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 (ten thousand Namibia Dollar) in respect of any one occurrence.

19. Loss of water by leakage

The company will indemnify the insured for costs of water lost through leakage from pipes on the insured's property where the insured are 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 4 (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 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.

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 private dwelling house(s) 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.

21. Subsidence and landslip (Limited cover)

- (a) This section 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 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 company will not be liable for loss or damage to:
 - (i) 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
 - (ii) 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
- (c) 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
- (d) the insured will be responsible for the first N\$5 000 (five thousand Namibia Dollar)) of each and every claim.

22. 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.

23. 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.

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

This section 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:

- (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. Mobility

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 ground and as a direct result of the incident permanently dependent on a wheelchair for mobility, the company will pay the insured for costs reasonably and necessarily incurred for:

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

Provided that:



- (a) the company's liability will not exceed N\$15 000 (fifteen thousand Namibia Dollar)) in respect of any one occurrence
- (b) the liability of the company in respect of any one loss shall not exceed N\$15 000 (fifteen thousand Namibia Dollar)) where this extension is available under any other sections of the policy.

26. Compulsory first amount payable (Domestic solar panel 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)) of each and every claim in respect of the perils described in sub-section A – Property.

27. 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 claim minimum N\$1 000 (one thousand Namibia Dollar)).

Specific condition 10 Underinsurance shall not apply to this extension.

Specific exceptions

This section does not cover:

- (a) consequential loss or consequential damage of any kind whatsoever except in the case of loss of rent as provided for in this section
- (b) 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
- (c) loss of or damage caused by sub-section A - Property peril 3 to domestic borehole pumps and electrical motors (as described in the Operative clause) which are situated below the normal flood levels.

Endorsements applicable if so stated in the schedule

1. 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."

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, 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.

3. Mechanical breakdown (Electrical and gas stoves only)

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 stove 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 arising through any disregard of the manufacturer's instructions relating to the operation of any electrical stove
- (g) damage for which provision is made in terms of the guarantee or warranty issued by the manufacturers of any electrical stove

Provided that:

- (i) Specific condition 10 - Underinsurance shall not be applicable
- (ii) the liability of the company in respect of any one occurrence shall not exceed the amount per item 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.

4. Special replacement of geysers

In consideration of the payment of an additional premium the company agrees that in event of a total loss of a geyser caused by an insured peril under this section, a conventional geyser may be replaced by a heat pump, solar or gas geyser

Provided that:

- (a) the liability of the company in terms of this extension shall not exceed the amount stated in the schedule
- (b) the company shall not be liable for the first N\$1 000 (one thousand Namibia Dollar)) 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.

5. 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.