

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 buildings (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) including landlord's fixtures and fittings therein and thereon plant and equipment forming part of such building and permanent fixtures and fittings therein or thereon including but not limited to, television and radio aerials, satellite dishes and masts, close circuit TVs and cameras, burglar alarms, fire extinguishing equipment, lightning conductors, air conditioning units, ventilator fans and geysers (including solar geysers and solar geyser heating panels);
 - 1.2 all outbuildings (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) thereto;
 - 1.3 railway sidings;
 - 1.4 carports;
 - 1.5 hail and shade netting and their structures (subject to extension 9 (Hail, shade netting and awnings extension to sub-section A));
 - 1.6 awnings, blinds and canopies (subject to extension (subject to extension 9 (Hail, shade netting and awnings extension to sub-section A)));
 - 1.7 rain water tanks;
 - 1.8 sporting and recreational structures;
 - 1.9 walls (except dam walls);
 - 1.10 gates and gate motors, fences (including palisades and electric fences) gate and fence posts;
 - 1.11 tarred, concrete or paved roads, driveways, paths, parking areas or patios;
 - 1.12 swimming pools (except pools built above ground level and vinyl lined pools) saunas and jacuzzis (including pumps and motors);
 - 1.13 fixed water features, statues and ponds;
 - 1.14 boreholes and well point equipment (including pumps and motors);
 - 1.15 external sign boards, signage affixed to buildings;
- the property of the insured or for which they are responsible.

2 Premises

premises shall mean

the premises as stated in the schedule owned or used by the insured in connection with the business.

3 Unoccupied

a building shall be deemed to be unoccupied if more than 80% of its total floor area is not occupied. The presence of security personnel in the building or on the premises does not in itself constitute occupancy of the building.

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 Earthquake

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

4 Explosion

explosion

5 Impact

impact by rocks and boulders (other than meteorites, asteroids or similar bodies entering the earth's atmosphere), animals, trees, aerals, satellite dishes or vehicles including railway locomotives and rolling stock excluding damage to such animals, trees, aerals, satellite dishes or vehicles, railway locomotives or rolling stock or property in or on such vehicles, railway locomotives or rolling stock.

6 Lightning

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

7 Sanitaryware

accidental damage to sanitaryware.

Provided that

- 7.1 the insured shall be responsible for an excess of N\$300 in respect of each and every claim in terms of this peril;
- 7.2 specific condition average shall not apply to this peril.

8 Storm and water

storm, wind, water, hail or snow excluding loss of or damage to property

- 8.1 arising from its undergoing any process necessarily involving the use or application of water;
- 8.2 caused by wear and tear or gradual deterioration;
- 8.3 being retaining walls;
- 8.4 caused or aggravated by
 - 8.4.1 subsidence, landslip or heave;
 - 8.4.2 the insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of any destruction or damage;
- 8.5 caused by tidal wave and/or tsunami originating from earthquake, seaquake or volcanic eruption.

9 Theft by forcible and violent entry or exit

theft (or any attempt thereof) accompanied by forcible and violent entry into or exit from such building.

Provided that:

- 9.1 this peril specifically excludes loss of or damage to
 - 9.1.1 insured property not contained within a fully enclosed structure (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);

- 9.1.2 landlord's fixtures and fittings attached to the exterior of any building or outbuilding or to any wall, gate, or fence (including palisade) or to any post;
- 9.2 this peril specifically includes damage to
 - 9.2.1 such buildings following such forcible and violent entry into or exit from such building;
 - 9.2.2 gates and gate motors, fences (including palisades and electric fences), gate and fence posts caused whilst
 - 9.2.2.1 first gaining entry to the premises before breaking into or out of the insured buildings or
 - 9.2.2.2 exiting the premises thereafter
- 9.3 if any building insured or containing the insured property becomes unoccupied for 45 consecutive days, the insurance in respect of this peril 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 peril;
- 9.4 during the initial period of unoccupancy of 45 consecutive days, the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to 20% of the claim with a maximum of N\$5 000 000 before deduction of any excess;

Specific condition to sub-section A (Property)

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. Unless specifically stated in the schedule to the contrary, it is deemed that the sum insured represents the value of all property described by the item at the premises.

Sub-section B - Public supply connections

Accidental damage to water, sewerage, gas, electricity and telecommunication connections 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 - 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 plus a further maximum period of 6 months during which the premises are untenanted and for an amount not exceeding the 25% of the sum insured under sub-section A applicable to the affected buildings.

The basis of calculation shall be:

1 Hotels, boarding houses, bed and breakfast or similar occupations

where the business is that of an hotel, boarding house, bed and breakfast or similar occupation:

the rent payable by the insured as lessee of the buildings immediately preceding the damage or if the insured is not the lessee of the buildings, the rental equivalent they would have received as lessor for leasing all the buildings to a single legal entity.

2 Occupations other than those stated under 1 above

where the business is other than that stated in 1 above:

the rent payable immediately preceding the damage or its equivalent in rental value.

Sub-section D - Liability

Damages for which the insured shall become legally liable to pay consequent upon accidental death of or bodily injury to or illness of any person (hereinafter termed injury) or accidental 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.

The limit of indemnity

The maximum amount payable inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and 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 N\$5 000 000

Specific exceptions to sub-section D (Liability)

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

1 Custody or control

damage to property in the custody or control of the insured or any employee of the insured;

2 Fines

finer, penalties, punitive, exemplary or vindictive damages;

3 Jurisdiction

3.1 damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republic of South Africa;

3.2 costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in 3.1 above;

4 Liability assumed by agreement

liability assumed by agreement unless liability would have attached to the insured notwithstanding such agreement;

5 Mechanically propelled vehicles

injury or damage sustained by any person resulting from the ownership of or use by or on behalf of the insured of mechanically propelled vehicles (except pedal cycles and lawnmowers);

6 Member of the same household as the insured

injury or damage sustained by any member of the same household as the insured;

7 Persons employed by the insured

injury or damage sustained by 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;

8 Pollution

8.1 liability in respect of injury, damage or loss of use of property 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;

8.2 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.

9 Property belonging to the insured

damage to property belonging to the insured;

10 Vibration or weakening of support

damage to property caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.

11 War and terrorism exclusion

in respect of this sub-section only, general exception 9 (War, riot and terrorism) 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, military or usurped power.

Clauses, extensions and limitations

1 Alterations and misdescription clause to sub-section A (Property)

The insurance under sub-section A shall not be prejudiced by any alteration or misdescription of occupancy whether due to the transfer of processes or machinery or by virtue of acquisition of additional premises, structural alterations or repairs to buildings, machinery or plant, provided that notice is given to the company as soon as practicable after such event and the insured agrees to pay additional premium if required.

2 Architects' and other professional fees clause to sub-section A (Property)

The insurance under sub-section A includes professional fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the property insured following damage by a defined event, but in no case exceeding 20% of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the insured's claim.

3 Capital additions clause to sub-section A (Property)

The insurance under sub-section A 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 20% of the sum insured thereon, it being understood that the insured undertakes to advise the company each quarter (or if the period of insurance is more often than quarterly, each month) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

4 Cost of demolition and clearing and erection of hoardings clause to sub-section A (Property)

The insurance under sub-section A includes costs necessarily incurred by the insured in respect of the demolition of property insured and/or the removal of debris of property insured and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by a defined event, provided that the total amount recoverable shall not exceed the sum insured on the property affected.

The company will not pay for any costs or expenses

4.1 incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;

4.2 arising from pollution or contamination of property not insured by this policy/section.

5 Cross liabilities clause to sub-section D (Liability)

Where more than one insured is named in the schedule, the company will in terms of sub-section D indemnify each insured separately and not jointly and any liability arising between such insureds 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 for sub-section D stated in the schedule.

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

The insurance under sub-section A is extended to include loss of or damage to insured property caused by wild baboons or wild monkeys or wild animals

Provided that:

6.1 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 rodents, moths and vermin

6.2 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

6.3 the insured shall be responsible for the first N\$1 000 in respect of each and every claim in terms of this extension.

7 Escalator clause extension to sub-section A (Property) (if stated in the schedule to be included)

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 clause shall cease to apply.

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

8 Fire extinguishing charges clause 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.

9 Hail, shade netting and awnings extension to sub-section A (Property)

9.1 The amount payable in respect of damage to hail and shade netting and their structures and textile and fabric awnings, blinds and canopies insured under sub-section A shall be limited to the following percentages of the reinstatement costs of such netting, awnings, blinds and canopies immediately prior to such damage:

9.1.1 Hail and shade nets

Age of hail and shade nets	Percentage of reinstatement costs payable
0 to 12 months _____	100%
more than 12 months but not exceeding 24 months _____	85%
more than 24 months but not exceeding 36 months _____	70%
more than 36 months but not exceeding 48 months _____	55%
more than 48 months _____	0%

9.1.2 Awnings, blinds and canopies

Age of awnings, blinds and canopies	Percentage of reinstatement costs payable
0 to 119 months _____	100%
more than 119 months _____	50%

9.2 The words "wear and tear or gradual deterioration" as contained in 8.2 of peril 8 (Storm and water) to sub-section A are not applicable to hail and shade netting and their structures and textile and fabric awnings, blinds and canopies insured under sub-section A.

9.3 The amount payable will be reduced by an amount equal to 10% of claim with a minimum of N\$1 000 and a maximum of N\$25 000. Such excess will apply notwithstanding any reduction of reinstatement costs provided for in 9.1 above.

10 Indemnity to others extension to sub-section D (Liability)

Provided that the aggregate liability of the company is not increased beyond the limit of indemnity stated in respect of sub-section D, the company will also indemnify as though a separate policy had been issued to each

10.1 in the event of the death of the insured, any personal representative of the insured in respect of liability incurred by the insured;

10.2 any partner or director or member or employee of the insured (if the insured so requests) against any claim for which the insured is entitled to indemnity under this insurance.

11 Malicious damage extension to sub-section A (Property)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, sub-section A (Property) is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss of or damage to

- 11.1 movable property which is
 - 11.1.1 stolen;
 - 11.1.2 damaged in an attempt to remove it or part of it from any building or premises owned or occupied by the insured;
- 11.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any building or premises owned or occupied by the insured;
- 11.3 immovable property owned or occupied by the insured occasioned by or through or in consequence of
 - 11.3.1 the removal or partial removal or any attempt thereof of;
 - 11.3.2 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 peril does not cover

- 11.1 loss or damage related to or caused by fire or explosion;
- 11.2 consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
- 11.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
- 11.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 11.5 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 other way dealing with any such occurrence.

If the company alleges that, by reason of proviso 11.1, 11.2, 11.3, 11.4 or 11.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

If any building insured or containing the insured property becomes unoccupied for 45 consecutive days, the insurance in respect of this peril 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 peril.

During the initial period of unoccupancy of 45 days, the insured shall become a co-insurer with the company and shall bear a rateable proportion of any damage equal to the 20% of the claim with a maximum of N\$5 000 000 before deduction of any excess.

12 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.

13 Municipal plans scrutiny fee clause to sub-section A (Property)

The insurance under sub-section A includes municipal plans scrutiny fees.

Provided that the total amount recoverable under any item shall not exceed the sum insured on the property insured so affected.

14 Other insurances clause to sub-section D (Liability)

If, at the time of any event giving rise to a claim under sub-section D, 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.

15 Prevention of access extension to sub-section C (Rent) (if stated in the schedule to be included)

If property within a 15km radius of the premises as 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 as provided for in sub-section C as the insured may incur as a result thereof.

16 Public authorities' requirements clause to sub-section A (Property)

The insurance under sub-section A 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

- 16.1 the amount recoverable under this clause shall not include
 - 16.1.1 the cost incurred in complying with any of the aforesaid regulations
 - 16.1.1.1 in respect of damage occurring prior to granting of this clause
 - 16.1.1.2 in respect of damage not insured by this section
 - 16.1.1.3 under which notice has been served upon the insured prior to the happening of the damage
 - 16.1.1.4 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
 - 16.1.2 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
 - 16.1.3 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
- 16.2 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 clause not being thereby increased
- 16.3 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
- 16.4 the total amount recoverable under any item of this section shall not exceed the sum insured thereby.

17 Railway and other subrogation clause to sub-section A (Property)

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

18 Reinstatement value conditions to sub-section A (Property)

In the event of the property 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

- 18.1 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 despatch, otherwise no payment beyond the amount which would have been payable if these reinstatement value conditions had not been incorporated herein shall be made;
- 18.2 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;
- 18.3 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 insured 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 proportion 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;

- 18.4 these conditions shall be without force or effect if
 - 18.4.1 the insured fails to intimate to the company within 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
 - 18.4.2 the insured is unable or unwilling to replace or reinstate the property on the same or another site.

19 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, B and C of this section are extended to cover loss or damage directly occasioned by or through or in consequence of:

- 19.1 civil commotion, labour disturbances, riot, strike or lockout;
- 19.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 19.1 above.

Provided that this peril does not cover:

- 19.1 loss or damage occurring in the Republics of South Africa and Namibia;
- 19.2 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 19.3 loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 19.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- 19.5 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 19.1, 19.2, 19.3, 19.4 or 19.5, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

20 Security firms extension to sub-section D (Liability)

Notwithstanding specific exception 4 (Liability assumed by agreement) to sub-section D, 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.

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

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, sub-section A is extended to cover loss or damage directly occasioned by or through or in consequence of subsidence, landslip or heave other than

- 21.1 loss or damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured;
- 21.2 loss or damage caused by or attributable to

- 21.2.1 faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises;
 - 21.2.2 workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
 - 21.2.3 excavation on or under land other than excavations in the course of mining operations;
 - 21.2.4 normal settlement, shrinkage or expansion;
 - 21.2.5 contraction or expansion of clay and similar soil types due to its moisture or water content;
 - 21.2.6 existing damage at inception of this peril;
- 21.3 consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

Provided that

- 21.1 the insured will be responsible for an excess calculated at 1% of the sum insured on the property at the affected location with a maximum of N\$50 000 in respect of each and every claim;
- 21.2 the company shall not be liable for the cost of underpinning, piling or any similar work necessary to prevent loss or damage due to subsidence, landslip or heave from occurring again, except where such appropriate design precautions were already incorporated in the original construction prior to the damage.

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

If a first loss limit is shown against this peril in the schedule, the amount of such limit shall be the maximum liability of the company in respect of any one event and, for the purposes of this peril only, the following shall be substituted for the average condition:

If the property insured is, at the commencement of any damage to such property by subsidence or landslip, collectively of greater value than the sum insured thereon against fire damage, then the company shall be liable under this peril only for that proportion of the first loss limit as the sum insured against fire bears to the total value of such property and 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, to which this peril applies shall be separately subject to this clause.

22 Temporary removal clause to sub-section A (Property)

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 Republics of Namibia and Botswana, the Kingdoms of Lesotho and Eswatini and the Republics of South Africa, Malawi and Zimbabwe.

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

23 Tenants clause 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 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.