HOUSE OWNERS

DEFINITIONS

FOR THIS SECTION:

1 "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued.

2 "Dwelling" refers to the immovable structures and includes the private residence and its domestic outbuildings including all fixtures, fittings and improvements such as;

- water, sewerage, gas, electricity and telephone connections;
- paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel);
- walls, gates and fences (excluding hedges);
- swimming pools including fixed filtration plant, water pumping machinery (not automatic pool cleaners);
- tennis courts;
- sauna and spa baths;
- aerials, antennae and satellite receivers

belonging to You and situated at the risk address on the Schedule

COVER PROVIDED

1 **INDEMNITY TO YOU**

1.1 We will decide whether We will settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy

If at the time of the loss or damage, the amount which is needed to replace Your property with similar new property is more than the amount for which it is insured, You will be considered to be Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

or

1.2 You may choose within 6 (six) months of the date of destruction or damage to reinstate the Dwelling on the same site as nearly as possible to its condition when new (or another site and in the way You want provided that this does not increase Our liability, provided:

1.2.1 the reinstatement must be started and finished in a reasonable time otherwise We will settle in terms of 1.1;

1.2.2 We will not pay more than the cost which would have been payable in terms of 1.1 until the cost has first been incurred by You;

1.2.3 if at the time of reinstatement the cost including the cost of demolition and professional fees which would have been incurred in reinstating the Dwelling had it been totally destroyed is more than the insured amount on the Dwelling at the time of destruction or damage You will be Your own insurer for the difference and will bear a proportional share of the reinstatement.

2 **INSURED EVENTS**

The insured events are:

2.1 fire, explosion, lightning, thunderbolts and underground fire;

2.2 storm, wind, water, hail, snow or flood excluding destruction or damage:

2.2.1 to gates, fences and retaining walls;

2.2.2 caused by movement of the land supporting the Dwelling even if such movement is caused by storm or flood. This does not apply to the removal of land supporting the Dwelling by flowing surface water;

2.2.3 as a result of any process necessarily involving the use or application of water, unless by the public authorities in extinguishing a fire;

2.2.4 as a result of wear and tear or gradual deterioration, or any other gradually operating cause;

2.2.5 caused by any subsidence or landslip whatsoever, unless otherwise stated on the Schedule and You have paid the relevant extra premium

2.3 earthquake **excluding** any loss or damage arising directly or indirectly from any mining operations.

2.4 bursting or overflowing of water tanks, equipment or pipes, excluding loss or damage to such pipes, tanks and water equipment. However, damage to geysers caused by bursting or rupturing is covered up to N$2,500 (two thousand five hundred Namibia dollars).

2.5 impact with any of the said buildings by an animal or vehicle or articles falling from such vehicle or falling trees (except whilst being felled).

2.6 impact by aircraft and other aerial devices or articles dropped therefrom

2.7 break-in or any attempted therein.

2.8 theft or attempted theft of landlord's fixtures and fittings in or on the buildings but not for theft while the Dwelling is lent, let or sub-let in whole or in part (other than to paying guests, boarders or lodgers up to 3 (three) in all), unless We can see physical damage caused by the break-in or theft;

2.9 malicious acts of persons during or following break-in;

2.10 escape of oil from a fixed oil heater or associated equipment.

We will not pay more than the total insured amount on the Schedule in any 12 (twelve) month period of insurance, or the full replacement value of such building whichever is less.

3 Loss of Rent

3.1 We will compensate you for:

3.1.1 Loss of rent, or

3.1.2 rent for which You are liable, or

3.1.3 the cost of other similar accommodation

because the Dwelling is unfit to live in, limited to 20% (twenty percent) of the House Owners insured amount any 12 (twelve) month period of insurance.

3.2 If Your Dwelling is insured by this Section then indemnity is provided by Section 7 Personal Liability, in so far as it applies to the liability of property owners.

4 Fire Brigade Charges

We will pay the actual cost charged by any authorised fire brigade in connection with an insured event.

5 Cost of Demolition and Professional Fees

Provided that We agree in writing We will pay actual costs charged for:

5.1 demolishing the building, removing debris of such insured building from the site and erecting hoardings required for building operations;

5.2 architects' fees, quantity surveyors' fees, consulting engineers' fees and local authorities' scrutiny fees;

5.3 in accordance with the requirements of any public authority;

in connection with the loss or destruction of or damage to the Insured Property by an insured event, provided that We are only liable up to the insured amount in the Schedule.

6 Water-pumping Machinery

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear) We will pay for or may choose to repair or replace it up to N$3,000 (three thousand Namibia dollars) per event.

7 Public Supply or Mains Connection

If the water, sewerage, gas, electricity and telephone connections, of Your property or for which You are legally responsible, between the said Dwelling and the public supply or mains are accidentally damaged or destroyed, We may decide to pay for or may choose to repair them.

8 Accidental Breakage of Glass and Sanitary ware

In the event of accidental breakage in the Dwelling (except when it is unfurnished and unoccupied) of:

8.1 fixed glass;

8.2 fixed sanitary ware excluding chipping, scratching or disfiguration,

We may decide to pay for or may choose to repair or replace it.

9 Liability to the Public

If Your Dwelling is insured by this Section then indemnity is provided by Personal Liability, in so far as it applies to the liability of property owners.

10 **Alteration, Additions and Improvements**

The increase in value to the Dwelling following alterations, additions and improvements, provided You advise Us within 30 (thirty) days of completion of such and pay the additional premium We may require based on such alterations, additions or improvements up to 15% (fifteen percent) of the insured amount.

11 **Guards**

Employment of guards up to N$1,000 (one thousand Namibia dollars) to protect Your Dwelling after the occurrence of an insured event.

12 **Water Leakage**

We will compensate you for costs of water lost through leakage from pipes on your property where you are responsible to pay the charge for such water subject to the following

12.1 In the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more we will indemnify you for the cost of such additional water consumed up to a limit of N%2,000 (two thousand Namibia dollars)

13 **Subsidence (If stated on the Schedule to be included)**

13.1 Loss or damage to the dwelling caused by subsidence or heave of land supporting the dwelling or landslip, provided such loss or damage is not caused by or does not arise from

13.1.1 excavations other than mining excavations

13.1.2 alterations, additions or repairs to the dwelling

13.1.3 the compaction of infill

13.1.4 defective design, materials or workmanship

13.1.5 normal settlement, shrinkage or expansion of the dwelling.

13.2 We will not be liable for loss of or damage to

13.2.1 solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic outbuilding are damaged by the same cause at the same time

13.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

13.3 We 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 dwelling and any subsequent additions thereto.

14 **Amount Payable By You**

You must pay the Excess stated in the Excesses Annexure each time You claim under this Section.

Special Exclusions

The following are not covered:

1 consequential loss or damage of any kind whatsoever except as specifically provided for under Loss of Rent;

2 any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;

3 loss, destruction or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom as a result of lack of maintenance to Your Dwelling;

4 loss or damage to any Dwelling of which the construction is non-standard;

5 loss or damage to any Dwelling which has a thatch roof in part or in whole unless specified on the Schedule and the additional premium has been received by Us;

6 any loss of or damage to the Dwelling in the event that it is unoccupied for more than 60 (sixty) collective days in per year unless We agree otherwise in writing.

We will also not be liable under more than one of the Sections of this Policy for any legal liability, arising from the same happening, for the same property or liability.

SPECIAL CONDITIONS

1 **MORTGAGEE**

The interests of the mortgagee:

1.1 rank prior to Your interests;

1.2 are limited to the outstanding balance on the home loan account for the insured Property;

1.3 will not be invalidated by Your act or omission that occurs without the mortgagee's knowledge.

2 **TENANTS**

This insurance will not be invalidated by any act or omission of a tenant of Yours without Your knowledge, provided You notify Us in writing as soon as such act or omission comes to Your knowledge.

3 **BUILDING OPERATIONS**

While the dwelling is being erected or structurally altered cover provided by 3. Loss of Rent, 8. Accidental Breakage of Glass and Sanitary ware and 9. Liability to the Public will not apply to loss, damage or liability arising directly or indirectly from such erection or alteration.