HOUSEHOLD CONTENTS

DEFINED EVENTS

Loss of or damage to the entire contents the property of the insured or for which the insured is responsible and if not otherwise insured the property of any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household whilst contained in the residence and the insured's private garages, outbuildings and domestic apartments and if insured holiday residence situated as stated in the schedule by any of the perils described below other contingencies insured against consequential loss or liability incurred all as described in this section.

SUB-SECTION A PERILS

1 Fire, lightning, explosion, thunderbolt and subterranean fire.

2 Earthquake.

3 Storm, wind, flood, water, hail or snow but excluding loss or damage

- (a) caused by subsidence or landslip;
- (b) arising out of any process necessarily involving the use of application of water;
- (c) caused by tidal wave originating from earthquake or volcanic eruption;
- (d) in any structure not completely roofed;
- (e) as a result of wear and tear or gradual deterioration

4 Aircraft and other aerial devices or articles dropped there from but excluding loss or damage caused by sonic shock waves.

5 Bursting or overflowing of water tanks, apparatus or pipes, but excluding loss or damage caused thereto.

6 Theft or any attempt there at, but excluding:

- (a) theft whilst the aforesaid residence/s is/are let, lent, or sub-let by the insured or theft from any outbuilding unless such theft is accompanied by breaking into or out of the building by actual visible, forcible and violent means
- (b) theft if the residence(s) are left unoccupied for more than 30 consecutive days or 60 days in one calendar year.

7 Malicious acts of persons during or following upon housebreaking.

8 Impact by any vehicle or falling trees (except whilst contractors are engaged in felling or trimming any trees).

OTHER CONTINGENCIES

1 **CONTENTS AWAY FROM RESIDENCE(S)**

Contents as defined whilst

- (a) in any hotel or boarding house, club, nursing home, hospital, military base/camp, school or occupied private residence in which the insured, or any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household, may be temporarily residing at the time of loss or damage or in which the insured property is deposited for safe custody (including bank or hotel safe deposits or furniture depositories); or
- (b) in any office, business or trade premises where the insured or person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household is working,

but excluding theft in respect of any claim under (a) or (b) not accompanied by actual visible forcible and violent entry or exit from the premises.

The maximum liability of the company in respect of (a) or (b) shall not exceed 10 per cent in the aggregate of the sum insured stated in the schedule.

2 **CONTENTS OF REFRIGERATORS AND/OR DEEP FREEZE UNITS**

Deterioration or putrefaction of the consumable contents of the insured's refrigerator and/or deep freeze unit caused by the breakdown thereof or accidental damage thereto and/or actual electrical power failure beyond the control of the insured, provided that the company's liability shall be limited to an amount of N$1000 or as stated in the schedule. The company shall be under no liability whatsoever in the event of such deterioration or putrefaction being due to the deliberate withholding of power supply by the authorised supply undertaken.

The company shall be entitled to proof of the date of purchase of such contents, the cost thereof and where possible a certificate from an authorised municipal health inspector certifying the condition and quantity of such contents. Any prescribed charge levied to the issue of such certificate will be born by the company.

3 **LEAKAGE OF OIL OR GAS FROM HEATING INSTALLATIONS**

Loss or damage caused by the accidental leakage of or gas from any fixed heating installation in the residence(s) but excluding loss or damage arising from wear and tear or any gradually operating cause of the heating installation or the cost of repairing or reinstating any loss or damage to the heating installation itself.

4 **ACCIDENTAL BREAKAGE OF MIRROR AND GLASS**

Accidental breakage of mirror glass, plate glass, tops of furniture or fixed glass forming part of any article of furniture (other than radio or television apparatus and any cooking apparatus) whilst in the residence(s).

5 **CREDIT CARDS**

Liability arising from the fraudulent use of any credit card (up to an amount not exceeding N$1,000) being the property of the insured or his spouse by an unauthorised person not being a member of the insured's household, provided that the loss of any credit card shall be reported to the issuing organisation as soon as possible after discovery of the loss and provided further that the insured and/or his spouse have fully complied with the conditions of issue of the credit card.

6 **MONEY AND BONUS BONDS**

Money and bonus bonds only whilst contained in the residence(s) (excluding garages and outbuildings) provided that:

(a) loss or damage by theft is not covered unless such theft is accompanied by actual forcible and violent entry into or exit from the premises; and

(b) the company's liability in terms of this section shall be limited to a sum of N$300 in respect of any one event.

SUB-SECTION B RENT

1 Loss of rent in the event of the residence(s) stated in the schedule being so damaged as to become untenantable, provided that the sum for which the company shall be liable shall be proportional to the time reasonably necessary for the reinstatement of the damage, but in no case exceeding 12 months. The annual rent or, if the insured is the owner of the residence(s), the rental value shall be taken as the basis of the calculation.

2 Reasonable out-of-pocket expenses incurred by the insured in consequence of the residence(s) being so damaged as to become untenantable, not exceeding in the aggregate during any one month twelve of 25 per cent of the sum insured stated in the schedule and for a period not exceeding 12 months.

SUB-SECTION C TENANTS LIABILITY

Damage which the insured as tenant and not as owner shall become legally liable to pay consequent upon accidental loss of or damage to:

1 the premises and/or landlord/s fixtures and fittings therein or there on

2 water, gas, sewerage and electricity and telephone connections extending from the premises to the public supply or mains

THE LIMIT OF INDEMNITY

The liability of the company under this sub-section for all damages including legal costs and expenses whether payable to one claimant or any number of claimants in respect of or arising from all occurrences of a series consequent or attributable to one source or original cause shall not exceed N$2,000,000

SUB-SECTION D LIABILITY TO THE PUBLIC

Against all sums which the insured shall become legally liable to pay as occupier of the residence(s) in respect of:

(a) Accidental death of or bodily injury to or illness of any person (hereinafter termed injury)

(b) Accidental loss of or physical damage to tangible property (hereinafter termed damage)

For purposes of this sub-section the "insured" shall be the insured named in the schedule and any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household, including domestic servants, provided however that any person entitled to and claiming an indemnity from the company under and in terms of this section shall be obliged to observe and fulfil all the terms and conditions of this section and shall be subject to all such terms, exceptions and conditions.

THE LIMIT OF INDEMNITY

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 vent or series of events with one original cause or source shall not exceed the amount of N$2,000,000

SPECIFIC EXCEPTIONS TO SUB-SECTION D

The company will not indemnify the insured in respect of

(a) damage to property belonging to or in the custody or control of the insured or any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household, including domestic servants.

(b) Injury or damage caused by motor vehicles (other than gardening implements and caddy carts), aircraft, watercraft or animals (other than dogs) or firearms

(c) Injury of the insured or of any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household arising from or incidental to his business or profession.

(d) Liability assumed by agreement if such liability would not have attached in the absence of such agreement.

(e) Injury or damage arising out of or incidental to the ownership or occupation of any land or building other than

1 the residence referred to in the schedule

2 any other residential property temporarily occupied by the insured

(f) compensation, of whatever nature, to the insured or any person who normally resides at the insured's residence and who is regarded as a permanent member of the insured's household, but excluding domestic servants.

(g) Damages in respect of judgement delivered or obtained other than by a court of competent jurisdiction within the area which on 1st January 1976 constituted Namibia or South Africa

(h) Costs and expenses of litigation recovered by any claimant from the insured which are not incurred in and recoverable in the area described in (g) above.

(i) Punitive exemplary or vindictive damages, fines or penalties awarded in any court.

(j) Injury or damage caused by or in connection with or arising from seepage, pollution or contamination or the cost of cleaning, unless the cause was a sudden, unintended and unexpected event.

SUB-SECTION E LIABILITY TO DOMESTIC SERVANTS

Against all sums for which the insured may be held liable at common law (including legal costs and expenses incurred by the insured with the written consent of the company and legal costs and expenses recoverable from the insured by any claimant but only if such costs and expenses are incurred before the company has paid or offered to pay the full amount of the claim or the total amount of its liability in respect thereof under this section) in respect of bodily injury to any domestic servant employed by him in his capacity as householder provided that the injury result solely and directly from an accident arising out of and in the course of the servant's employment by the insured.

Provided that the liability of the company shall not exceed the amount of N$500,000 for any one accident or series of accidents arising out of any one event or occurrence.

SUB-SECTION F SWIMMING POOL AND BORE HOLE MACHINERY

Loss of or damage to the plant and machinery of swimming pools and bore holes at the residence(s) as a result of electrical or mechanical derangement or the perils described in sub-section A but excluding:

(a) loss or damage arising from or caused by gradual deterioration or rust

(b) any automatic swimming pool cleaning equipment or windmills

Provided that the liability of the company shall not exceed the amount of N$2,000 in respect of each and every claim.

CLAUSES AND EXTENSIONS

MALICIOUS DAMAGE EXTENSION

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 damage other than 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 moveable 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 immoveable property owned or occupied by the insured occasioned by or through or in consequence of
   (c) the removal or partial removal or any attempt thereat of
   (d) the demolition or partial demolition or any attempt thereat 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) damage related to or caused by fire or explosion

(b) consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured

(c) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation

(d) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

(e) damage related to or caused by:
   (i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about the any of the above;
   (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not or civil war;
   (iii) (a) mutiny, military rising or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
   (b) insurrection, rebellion or revolution.
   (iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
   (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
   (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
   (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v) or (vi) above.

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 or containing the insured property becomes unoccupied for 30 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 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

SUBSIDENCE AND LANDSLIP EXTENSION (if stated in the schedule to be included)

Damage caused by subsidence or landslip

provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 per cent of the sum insured on the property of N$500 whichever is the greater. This extension does not cover:

1 damage caused by or attributable to
   (a) faulty design or construction of or the removal or weakening of support to any building situated at the insured premises.
   (b) Workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
   (c) Excavation on or under land other than excavation in the course of mining operations

2 consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

In any action suit or other proceeding where the company alleges that by reason of the provisions of these exceptions any damages is not covered by this insurance the burden of proving the contrary shall be upon the insured.

RIOT AND STRIKE EXTENSION (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 F 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 area which on 1 January 1976 constituted the Republic of Namibia and South Africa;

(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 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 occurrence referred to in general exception 1(A)(ii), (iii), (iv) (v) or (iv) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with such occurrence.

If the company alleges that by reason of provisos (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.

NEIGHBOURHOOD WATCH EXTENSION

Damages which the insured shall become legally liable to pay resulting from wrongful arrest (including assault in connection with such wrongful arrest) provided:

(i) the insured is acting in the cause of a neighbourhood watch recognised by the authorities.

(ii) the company's liability in terms of this extension shall be limited to N$10,000 in respect of any one claim or series of claims arising from one event, including claimant's costs and expenses and any other costs and expenses incurred with the company's written consent.

REPLACEMENT VALUE CONDITION (if stated in the schedule to be included)

The basis upon which the amount payable for a claim is calculated shall be either

the replacement of the contents by similar property in a condition equal to but not better or more extensive than its condition when new

or

the repair of the contents to a condition substantially the same as but not better than its condition when new

provided that if at the time of replacement or repair, the sum representing the cost which would have been incurred in replacement if the whole of the contents had been lost, destroyed or damaged beyond repair exceeds the sum insured there on 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 proportion of the loss accordingly.

TENANTS CLAUSE

The company's liability to the insured shall not be affected by any act or omission on the part of any owner of the residence(s) 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 payable premium from the date any increased hazard shall be assumed by the company.

FIRE BRIGADE CHARGES CLAUSE

If any public authority empowered so to do shall charges the insured with any costs relating to the extinguishing or fighting of fire, such costs 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.

SEVERAL BUILDING CLAUSE

If the contents of more than one private residence are insured under separate items, the terms, conditions, limitations and exceptions contained herein shall apply separately to each item as if each item had been insured under a separate section.

SPECIFIC CONDITIONS AND LIMITATIONS

1 AVERAGE

If the property insured is at the commencement of any damage to such property by any peril insured against collectively of greater value than the sum insured there on, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item if more than one shall be separately subject to this condition.

2 The insured shall be obliged to satisfy the company, by documentary proof or independent sworn valuation, as to the market value of items exceeding N$2,000 in value.

3 In the event of loss or damage caused by housebreaking of theft of paintings and/or work of art and/or Persian carpets and/or antiques the company's liability shall not exceed N$10,000 in respect of any one loss.

4 In the event of loss or damage caused by housebreaking or theft where all opening windows in the insured residence(s) are not fitted with permanently fixed burglar bars, an additional first amount payable will apply as stated in the schedule.

5 The total value of unspecified platinum, gold and silver articles and jewellery shall be deemed not to exceed 25 per cent of the total sum insured as stated in the schedule unless specifically agreed herein by the company.

6 Where the insured item consists of a pair or set, the company shall not be liable for more than the value of any particular part or parts which may be lost or damaged, nor more than the proportionate part of the pair or set, without reference to any special value which such article or articles may have as part of such pair or set.

7 PROTECTIONS/ALARM WARRANTY

The insured shall continue to use and maintain in efficient condition all protections and alarm devices represented, agreed or implied as being used at the premises to prevent, hinder or detect entry or exit by thieves. To the extent that any of these protections are inoperative or defective at the time of any loss the company shall not be liable under this section unless the insured shall prove that such inoperative or defective conditions

(a) could not reasonably have been detected by the insured or were detected but could not reasonably have been rectified before the loss occurred and that adequate alternative protections had been instituted and the company notified as soon as possible.

(b) did not in any way contribute to the ability of the thieves to enter, remain in or escape from the premises or any section thereof or reduce the possibility of their being discovered.