

# HOUSEHOLDERS

## DEFINED EVENTS

1. Loss of or damage to the whole or part of the insured property caused by any of the perils specified in Sub-section A.
2. Loss and/or additional expenses described in Sub-section B.

## SUB-SECTION A – PROPERTY

1. Fire, lightning, explosion.
2. Storm, wind, water, hail or snow, but excluding any loss of or damage to any property:
  - (a) arising from its undergoing any process necessarily involving the use or application of water;
  - (b) in any structure not completely roofed.

Provided always that this Sub-section A2 does not cover:

- (i) wear and tear or gradual deterioration;
  - (ii) any loss or damage caused or aggravated by:
    - (a) leakage or discharge from any sprinkler or drencher system in any building in which the insured property is kept;
    - (b) subsidence or landslip;
    - (c) the insured's failure to take all reasonable precautions for the maintenance and safety of the insured property and to prevent or minimise any loss or damage.
3. Earthquake.
  4. Falling trees or impact with any of the buildings by vehicles, animals, aircraft and other aerial devices or anything that falls from them.
  5. Theft or any attempt thereat, but excluding:
    - (a) theft (or any attempt thereat) whilst the buildings or any part thereof be lent, let or sub-let unless such theft (or any attempt thereat) is accompanied by breaking into or out of the buildings by actual, visible and forcible means. For the purposes of this Sub-section A5 (a) the accommodation of paying guests, boarders or lodgers not exceeding three in number shall not be deemed to be lending, letting or subletting of the buildings;
    - (b) theft (or any attempt thereat) from any domestic outbuildings unless such theft (or any attempt thereat) is accompanied by breaking into or out of such domestic outbuildings by actual, visible and forcible means.
  6. Theft (or any attempt thereat) from any domestic outbuildings which theft (or any attempt thereat) is not accompanied by breaking into or out of such domestic outbuildings by actual, visible and forcible means, provided always that the liability of the insurer under this Sub-section A6 shall not exceed R5 000 or 2 per cent of the sum insured which is stated in the schedule (whichever is the greater).

7. Malicious damage.
8. Collapse or breakage of aerial systems (including satellite dishes).
9. Leakage of oil from oil heaters and leakage of water from washing machines and dishwashers.

## SUB-SECTION B – RENT

Loss of rent actually incurred by the insured in consequence of the insured's private residence being so damaged by any of the perils specified in Sub-section A as to be rendered uninhabitable and reasonable additional expenses necessarily incurred by the insured at a hotel or boarding house, but only in respect of the period necessary for reinstatement. Provided always that the liability of the insurer under this Sub-section B shall not exceed 25 per cent of the sum insured which is stated in the schedule.

## DEFINITIONS

**Insured property** shall mean

- (a) contents whilst contained in the insured's private residence and domestic outbuildings, provided always that if the contents of two or more of the insured's private residences and their respective domestic outbuildings are insured under this section, the terms, limitations, exceptions and conditions contained in this section shall apply separately to the contents of each of such private residences and their respective domestic outbuildings as if the contents of each of such private residences and their respective domestic outbuildings had been insured under a separate policy.
- (b) personal effects belonging to visitors of the insured and/or co-insureds whilst such personal effects are contained in the insured's private residence, provided always that:
  - (i) such personal effects are not otherwise insured;
  - (ii) the liability of the insurer in respect of loss of or damage to personal effects of visitors shall not exceed R5 000 or 2% of the sum insured which is stated in the schedule (whichever is the greater).
- (c) personal effects belonging to any servant in the full-time employment of the insured or co-insureds whilst such personal effects are contained in the buildings, provided always that:
  - (i) loss or damage by theft (or any attempt thereat) shall be excluded unless such theft (or any attempt thereat) is accompanied by breaking into or out of the buildings by actual, visible and forcible means;
  - (ii) the liability of the insurer in respect of loss of or damage to the personal effects of all servants shall not exceed R5 000 or 2% of the sum insured which is stated in the schedule (whichever is the greater).

**Co-insureds** shall mean the spouse of the insured and any other member of the family of the insured or member of the family of the spouse of the insured, provided the aforesaid member is normally residing with the insured.

**Insured's private residence** shall mean the building of the insured's private dwelling house/flat which is constructed and situated as stated in the schedule.

**Domestic outbuildings** shall mean the building(s) of all domestic rooms, private garages and private outbuildings being on the same premises as and used solely in connection with but not directly communicating with the insured's private residence.

**Buildings** shall mean the insured's private residence and domestic outbuildings.

**Stated premises** shall mean the premises on which the insured's private residence is situated.

**Contents** shall mean household goods and personal effects of every description, the property of the insured and co-insureds or for which they are responsible, and fixtures and fittings the property of the insured and co-insureds or for which they are legally responsible but excluding fixtures and fittings belonging to the owner of the buildings.

# EXTENSIONS

## (1) General extensions

Subject otherwise to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy, this section also covers the following:

### A. LOSS OF OR DAMAGE TO THE CONTENTS OF REFRIGERATORS AND DEEP-FREEZERS

Accidental spoiling of the contents of refrigerators or freezers (including freezing-rooms and cold stores) inside the insured's buildings caused by a change in temperature. Spoiling due to the intentional powercut by any authority is not insured. Damage to the refrigerators or freezers (including freezing-rooms and cold stores) is not insured. Provided always that the liability of the insurer under this extension shall not exceed R5 000 or 2% of the sum insured which is stated in the schedule (whichever is the greater).

### B. LOSS OF MONEY

Loss of or damage to the insured's or a co-insured's money whilst inside the insured's private residence and caused by any of the perils specified in Sub-section A. Theft of money must be accompanied by breaking into or out of the aforesaid private residence by actual, visible and forcible means. Provided always that the liability of the insurer under this extension shall not exceed R2 500 in all.

### C. ACCIDENTAL BREAKAGE OF MIRRORS AND CERTAIN GLASS

Accidental breakage of mirrors or plate glass tops of furniture and, if not otherwise insured, glass forming part of a stove, oven or other article of furniture belonging to the insured or a co-insured and which is inside the insured's private residence. Glass of television sets is not insured.

### D. MEDICAL EXPENSES

Medical expenses, not otherwise insured, up to R10 000 per person for accidental bodily injury sustained by:

- (a) any person, excluding the insured or a co-insured or a person in the insured's service, caused directly by the insured's or a co-insured's domestic animal kept on the insured's premises;
- (b) the insured's or a co-insured's guest or visitor, caused directly by a defect in the buildings or premises;
- (c) the insured's or a co-insured's domestic employee which results from and in the course of their service

Provided that such expenses are not or cannot be covered under any medical insurance.

### E. FIRE BRIGADE CHARGES

Reasonable costs charged by any authorised body for extinguishing a fire to prevent or lessen damage to the insured's contents.

**F. COMPENSATION FOR DEATH OF THE INSURED**

Compensation of R10 000 if the insured or any member of his immediate family die within ninety days due to an injury sustained in the insured's buildings or on the insured's premises through fire or attack by thieves.

**G. STORAGE COSTS FOR CONTENTS AFTER DAMAGE**

Necessary storage costs incurred by the insured to safeguard the insured's contents after the occurrence of a peril specified in Sub-section A. Provided always that the liability of the insurer under this extension shall not exceed R5 000 or 2% of the sum insured which is stated in the schedule (whichever is the greater).

**H. TEMPORARY INCREASE OF THE INSURED AMOUNT**

The sum(s) insured for contents under this section will be increased annually by 10% from 15 December to the 31 January.

**I. GUARDS**

Employment of guards to protect the insured's contents after the occurrence of a peril specified in Sub-section A. Provided always that the liability of the insurer under this extension shall not exceed R10 000 in all.

**J. ACCIDENTAL DAMAGE**

Loss of or damage to contents whilst in the insured's private residence or on the premises on which the aforesaid private residence is situated

Provided always that the insurer shall not be liable under this extension in respect of:

- (a) loss of or damage
  - (i) which is payable under Sub-section A;
  - (ii) due to depreciation or gradual causes such as wear and tear, rust, mildew, corrosion and decay;
  - (iii) caused by household pests such as rodents, ants and moths or a cleaning, repairing or restoration process;
  - (iv) of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
  - (v) of or to portable computer equipment or cellular telephones;
- (b) damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass of television sets are not excluded;
- (c) the cost of reproduction or repair of data;

Average is not applicable to this extension. Provided that the limit of indemnity for this extension is R10 000 and that it is subject to a first amount payable of R500 in respect of each and every claim.

**K. COST OF DEMOLITION AND CLEARING AND ERECTION OF HOARDINGS**

The insurance under this section includes costs necessarily incurred by the insured in respect of the demolition of buildings and machinery and/or the removal of debris 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 insurer will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this policy/section.

**L. KEYS, LOCKS AND REMOTE CONTROL UNITS**

Loss of or damage to keys, locks and remote control units used in connection with the insured's private residence. The reasonable costs incurred for calling out a locksmith due to an emergency caused by the loss or damage are also covered.

Provided that:

- (i) the insurer's liability shall not exceed R3 000 in respect of any one event;
- (ii) the insurer shall not be liable for the first R300 of each and every event.

**M. TRANSPORT OF GROCERIES AND HOUSEHOLD GOODS**

Loss of or damage to groceries and household goods which the insured or a co-insured transports after the purchase thereof along a reasonably direct route to the insured's home. Provided that:

- (i) the insurer's liability shall not exceed R10 000 in respect of any one event;
- (ii) the insurer shall not be liable for the first R250 of each and every event.

**N. INCONVENIENCE COVER**

The insurer will pay an additional R2 000 to the insured in respect of any inconvenience as a result of a total loss suffered in terms of this section. This payment will be in addition to any other payment for which the insurer may be liable.

**O. VETERINARY EXPENSES**

Veterinary expenses up to R5 000 for injury which your domestic pet (excluding animals kept for private consumption purposes or for commercial use) sustains in an accident involving a motor vehicle.

**P. LIMITED B&B COVER**

The cover under this extension will apply only if three or fewer bedrooms of the insured's private residence are rented out to guests and the insured lives in the private residence on a permanent basis.

**a. Stock-in-trade**

The insurer will cover stock-in-trade if the insured amount shown in the schedule for the House holders section, that includes the stock-in-trade of the insured's Bed-and-Breakfast, is adequate. If the insured amount is not adequate, average will apply.

**b. Increase in peak period**

The amount shown in the schedule for the House holders section will be increased by 10% as shown in the schedule for:

- i. long weekends;
- ii. during festivals; and
- iii. during school holidays shown on the official provincial school calendar.

**c. Loss or damage of personal effects of paying guests**

The insurer will indemnify the insured for loss or damage caused by an insured event to the personal effects, excluding money and any items of an exchangeable nature, that belong to paying guests while the personal effects are inside the insured's private residence. The cover excludes household goods and personal effects insured elsewhere. The limit of indemnity shall not exceed R10 000.

**d. Trauma cover for paying guests**

The insurer will indemnify the insured for any fees charged by a registered professional counsellor for the treatment of trauma suffered by a paying guest if the paying guest needs treatment due to theft, burglary, hijacking or fire that occurred on the insured's premises. The insurer will not indemnify the insured for expenses recovered from any other insurance or facility. Indemnity is limited to R10 000.

**e. Cleaning and dry-cleaning of guests' property**

The insurer will indemnify the insured for liability arising from accidental loss or damage to guests' laundry while their laundry is being cleaned or dry-cleaned by the insured or upon the insured's instruction by a third party. The limit of indemnity shall not exceed R5 000.

**Q. DAMAGE BY WILD BABOONS OR WILD MONKEYS**

The insurer will indemnify the insured for loss of or damage to the insured's private residence and outbuildings caused by wild baboons or wild monkeys.

The limit of indemnity shall not exceed 2% of the insured amount or R10 000.

## (2) Liability extensions

Subject otherwise to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy, this section also covers the following arising during the period of insurance:

**A. TENANT'S LIABILITY**, in which case

the insurer will indemnify the insured against all sums for which the insured as tenant or occupant of the buildings, and not as owner, shall become legally liable to pay as compensation in respect of the following:

1. loss of or damage to the aforementioned rented or occupied buildings and/or fixtures and fittings therein, directly caused by:
  - (a) storm or tempest (but excluding loss or damage caused by flood) or bursting or overflowing of water tanks, water apparatus or water pipes;
  - (b) theft or any attempt thereat;
  - (c) fire or explosion;
  - (d) impact by animals or vehicles;
  - (e) loss of or damage to keys, locks and remote control units.

Provided always that in respect of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause the liability of the insurer under this extension shall not exceed R3 000 000 in all but in respect of A (1) (e) shall not exceed R1 000.

2. accidental breakage, but only whilst the private residence forming part of the aforementioned rented buildings is furnished and occupied by the insured in their capacity as tenant, of:

- (a) glass in windows, skylights, doors, fanlights, greenhouses, conservatories and verandahs;
  - (b) baths, wash basins, sinks, lavatory pans, cisterns, pedestals and splashbacks (but excluding chipping, scratching and other disfiguration);
  - (c) all the aforesaid forming fixed parts of the buildings.
3. accidental damage to underground water, gas and sewerage pipes and underground electricity and telephone cables, all the aforesaid extending from the public mains to the buildings.

**B. LEGAL LIABILITY TO THE PUBLIC, in which case**

- (A) the insured in their capacity as householder occupying the buildings  
or
  - (B) the insured's personal legal representatives (in the event of the death of the insured) in respect of liability incurred by the insured, on condition, however, that such legal representatives shall as though they were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this section and of this policy in so far as they can apply,  
and/or
  - (C) the co-insureds on condition, however, that such co-insureds
    - (i) are not entitle to indemnity under any other insurance
    - (ii) each shall as though they were the insured observe, fulfill and be subject to the terms, exceptions and conditions of this section and of this policy in so far as they can apply, will be indemnified by the insurer against:
      - (a) all sums which the insured and/or co-insureds shall become legally liable to pay as compensation and
      - (b) all costs and expenses of litigation
        - (i) recoverable by any claimant from the insured and/or co-insureds but on condition that such costs and expenses are in respect of a claim for compensation to which the indemnity afforded under this extension (2)B applies and on condition further that such costs and expenses were incurred before the date on which the insurer shall have paid or offered to pay either the full amount of the aforesaid claim or any lesser amount for which the aforesaid claim can be settled or the maximum amount for which the insurer is liable under this extension (2)B in respect of the aforesaid claim,  
or
        - (ii) incurred by the insured and/or co-insureds with the written consent of the insurer, in respect of
- (1) accidental death of or bodily injury to or illness of any person other than a person
- (i) who is the insured or any of the co-insureds or who is a boarder, lodger and/or a paying guest of the insured or co-insureds  
or
  - (ii) who is in the employment of the insured or co-insureds if such death, bodily injury or illness arises out of and/or in the course of the employment of such person by the insured or co-insureds,  
and/or
- (2) accidental physical loss of or damage to tangible property other than property belonging to or leased, let, rented, hired or lent to or held in trust by or in the charge or custody of or under the control of the insured or any of the co-insureds

or a boarder, lodger and/or a paying guest of the insured or co-insureds, or a person in the insured's or co-insureds' service, occurring or arising on the stated premises.

Provided always that:

- (1) the liability of the insurer under this extension (2)B for all costs and expenses of litigation and all compensation payable (irrespective of the number of claimants claiming compensation) in respect of or arising out of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause shall not exceed R3 000 000 in all;
- (2) the indemnity afforded under this extension (2)B shall not apply to or include claims for compensation and costs and expenses of litigation in respect of:
  - (a) liability assumed by the insured or co-insureds by agreement unless such liability would have attached to the insured or co-insureds notwithstanding such agreement;
  - (b) death of or bodily injury to or illness of any person or loss of or damage to property caused by or through or in consequence of or arising out of or incidental to or attributable to:
    - (i) the business, trade, occupation or profession of the insured or co-insureds;
    - (ii) the ownership or possession or use of lifts, elevators, escalators, cranes, vehicles of any kind (including inter alia trailers and caravan trailers but excluding pedestrian controlled gardening implements), vessels or watercraft of any kind or aircraft and other aerial devices of any kind;
    - (iii) the ownership or possession or use or handling of any fire-arms or airguns or any animals (other than dogs and cats);
    - (iv) vibration or the removal or weakening of or interference with support to land, buildings or any other property.
- (3) the indemnity afforded under this extension (2)B shall not apply to or include any fines or penalties or punitive, exemplary or vindictive damages, but on condition, however, that nothing contained in this proviso shall extend this section to cover any liability which would not have been covered under this section in the absence of this proviso;
- (4) the indemnity afforded under this extension (2)B shall not apply to or include:
  - (a) claims for compensation and costs and expenses of litigation in respect of death or any injury, illness, loss or damage directly or indirectly caused by or through or in consequence of or arising out of or attributable to seepage, pollution or contamination. This proviso shall, however, not apply to claims for compensation and costs and expenses of litigation in respect of accidental death of or bodily injury to or illness of any person or accidental physical loss of or damage to tangible property where the aforesaid seepage, pollution or contamination is directly caused by a sudden unintended and unexpected happening;
  - (b) any cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is directly caused by a sudden, unintended and unexpected happening; On condition, however, that nothing contained in this proviso (4) shall extend this section to cover any liability which would not have been covered under this section in the absence of this proviso (4).



- (5) the indemnity afforded under this extension (2)B shall not apply to or include claims for compensation and costs and expenses of litigation in respect of death or any injury or illness attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

**C. LEGAL LIABILITY TO DOMESTIC SERVANTS**, in which case:

(A) the insured in their capacity as householder

and/or

(B) the co-insureds on condition, however, that such co-insureds

- (i) are not entitled to indemnity under any other insurance

and

- (ii) each shall as though they were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this section and of this policy in so far as they can apply,

will be indemnified by the insurer against:

- (a) all sums which the insured and/or co-insureds shall become legally liable to pay as compensation

and

- (b) all costs and expenses of litigation

- (i) recoverable by any claimant from the insured and/or co-insureds but on condition that such costs and expenses are in respect of a claim for compensation to which the indemnity afforded under this extension (2)C applies and on condition further that such costs and expenses were incurred before the date on which the insurer shall have paid or offered to pay either the full amount of the aforesaid claim or any lesser amount for which the aforesaid claim can be settled or the maximum amount for which the insurer is liable under this extension (2)C in respect of the aforesaid claim,

or

- (ii) incurred by the insured and/or co-insureds with the written consent of the insurer,

in respect of

accidental death of or bodily injury to any domestic servant employed by the insured or co-insureds on condition, however, that such death or bodily injury results solely and directly from an accident arising out of and in the course of the employment of such servant by

the insured or co-insureds.

Provided always that the liability of the insurer under this extension (2)C for all costs and expenses of litigation and all compensation payable (irrespective of the number of claimants claiming compensation) in respect of or arising out of any one occurrence or series of occurrences arising out of or attributable to any one source or original cause shall not exceed the sum of R3 000 000 in all.

### (3) Extension regarding cover whilst the contents are removed from the buildings

If and in so far as the contents insured under this section are not otherwise insured, this section extends, subject to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy, to cover such contents as follows whilst such contents are removed from the insured's private residence and domestic outbuildings but remaining within the territorial limits of the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique:

- A. Against loss or damage caused by any of the perils specified in Sub-section A whilst
- (a) in any private dwelling house/flat, hotel, inn, boarding house, club, nursing home, hospital, school or college or university or other similar educational institution, all the aforementioned in which the insured or co-insureds may be temporarily residing at the time of the loss or damage
  - (b) deposited for safe custody in any hotel, inn, boarding house, club (other than lock-up premises), bank, safe deposit, or furniture depository which is registered for the storage of goods
  - (c) temporarily in the residential section of any occupied private dwelling house/flat
  - (d)
    - (i) in the building of any laundry or other trade for the purpose of making up, alteration, renovation, repair, cleaning or dyeing
    - (ii) in the building of any office, business or trade where the insured or co-insureds are employed

provided always that theft (or any attempt thereat) from any building mentioned in this extension is not covered unless such theft (or any attempt thereat) is accompanied by breaking into or out of such building by actual, visible and forcible means
  - (e) outside the insured's private residence and domestic outbuildings but on the premises on which the insured's private residence is situated. This extension covers inter alia laundry, garden furniture, gardening implements (except gardening implements normally being controlled by a driver), gardening tools and automatic swimming pool cleaning apparatus, provided, however, that the liability of the insurer under this extension shall not exceed R5 000 or 2% of the sum insured which is stated in the schedule (whichever is the greater). If the insured is the tenant of the residence, the insured's satellite dish which is installed on the premises is covered for the full replacement value.
- B. Against loss or damage caused by any of the perils of fire, lightning, and explosion whilst in transit or temporarily elsewhere than the places mentioned in extension (3)A(a) to (e) above.
- C. Against loss or damage caused by the peril of theft during the process of removal consequent upon permanent change of residence or whilst in transit to or from any bank, safe deposit, or furniture depository which is registered for the storage of goods.
- D. Against loss or damage caused by the peril of theft out of a vehicle. This cover is not applicable if the vehicle is left unattended and unlocked. Property which is insurable under "clothing and personal effects" of All Risks is not covered here. The insurer's liability under this extension shall not exceed R5 000.

#### (4) Optional extensions

Subject otherwise to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy, this section also covers the following:

**A. SUBSIDENCE AND LANDSLIP (if stated in the schedule to be included)**

Loss of or damage to contents caused by subsidence or landslip, excluding loss or damage following:

- (a) faulty design or construction of any building;
- (b) the removal or weakening of supports of any building;
- (c) architectural alterations, additions or repairs;
- (d) excavations above or below ground, except excavations in the course of mining operations.

If required, the insured must prove that the loss or damage being claimed for was caused by subsidence or landslip.

# SPECIFIC EXCEPTIONS

1. The following property shall not be deemed to be insured property and shall therefore not be covered under this section:
  - (a) property more specifically insured;
  - (b) any property, irrespective of whether it will be processed or not, which was obtained or is being obtained with the sole purpose of such property later being disposed of in a business transaction;
  - (c) any property consigned under a bill of lading;
  - (d) any property outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique;
  - (e) money, securities for money, deeds, bonds, bills of exchange, promissory notes, cheques, postal and money orders, negotiable and other documents of any kind, stamps of any kind (including inter alia stamp collections), manuscripts, rare books, medals and coins of any kind (including inter alia coin collections);
  - (f) vehicles of any kind (including inter alia self-propelled gardening implements normally being controlled by a driver but excluding pedal cycles which are not mechanically or electrically driven/assisted) and any part (including inter alia any spare wheel, tool, spare part and accessory) of such vehicles whilst in or on or attached to such vehicles;
  - (g) vessels or watercraft of any kind (including inter alia canoes) and any part (including inter alia any tool, spare part, accessory and outboard motor) thereof;
  - (h) aircraft and other aerial devices of any kind and any part (including inter alia any tool, spare part and accessory) thereof;
  - (i) animals.
2. This section does not cover:
  - (a) any consequential or indirect loss or damage of any kind or description whatsoever, except loss of rent as expressly provided in Sub-section B;
  - (b) any loss or damage or liability or claim directly or indirectly occasioned by or through or in consequence of subsidence or landslide;
  - (c) any loss or damage resulting from or caused by detention, confiscation or requisition by customs or other officials or authorities;
  - (d) any loss or damage resulting from any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud.
3. The insurer shall not be liable under this section in respect of loss or damage for which provision is made in any guarantee or service contract or in any purchase or hire/lease or hire-purchase or financing agreement or any other agreement of whatever nature regarding the insured property or any part thereof.

# SPECIFIC CONDITION

## (1) Replacement value and average

In the event of loss of or damage to the insured property by any of the perils insured against under this section, the basis upon which indemnity is to be calculated shall be the cost of replacing the lost or damaged property or part of it with similar new property, limited to the sum insured as stated in the schedule.

### **SPECIAL PROVISIONS**

- (a) If at the time of the commencement of any loss of or damage to the insured property by any of the perils insured against under this section the sum representing the cost which would have been incurred for reinstatement if the whole of the insured property had been damaged beyond repair, exceeds the sum insured which is stated in the schedule, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss or damage accordingly. Every item, if more than one, shall be separately subject to this provision.
- (b) The insurer will afford indemnity under this section by, at the insurer's own option:
  - (i) either paying the value of the lost or damaged insured property to the insured in cash;
  - (ii) or replacing the lost or damaged insured property;
  - (iii) or repairing the damaged insured property;
  - (iv) or applying any combination of (i), (ii) and (iii) above.
- (c) For the purposes of this specific condition only, the personal effects of any servant in the full-time employment of the insured or co-insureds shall not be deemed to be insured property.