

HOUSEOWNERS (BUILDINGS)

Definitions

Insured means the person or legal entity in whose name this policy is issued.

Dwelling means the private residence its domestic outbuildings and garages belonging to the Insured and situated at the address stated in the schedule including landlord's fixtures and fittings, swimming pools including fixed filtration plant (not automatic pool cleaners), tennis courts, sauna and spa rooms and baths, water pumping machinery (not automatic pool cleaners), gates, walls (excluding dam walls and retaining walls), fences (excluding hedges) and driveways, paths and patios constructed of brick, concrete, pavers, asphalt or stone (not gravel).

Sum Insured means the amount stated in the schedule.

Environmentally Friendly Equipment are those items installed at the dwellings that is kept in the open and will include, but is not limited to, rainwater harvesting tanks, composters and water catchment apparatus

Defined Events

1. Fire lightning explosion
2. Storm, wind, hail or flood excluding destruction or damage caused by movement of the land supporting the dwelling even if such movement is caused by storm or flood. This exclusion will not apply to the removal of land supporting the dwelling by flowing surface water.
3. Earthquake excluding the first 1% of the sum insured, minimum R1 000 of every claim for destruction or damage arising directly or indirectly from mining. If the Company alleges that the destruction or damage arises from mining the burden of proving the contrary will rest on the Insured.
4. Bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to such tanks, apparatus or pipes but excluding damage as a result of wear and tear and gradual deterioration.
5. Theft or attempted theft provided that if the dwelling is vacant there is forcible and violent entry or exit.
6. Impact by animals, aerials, trees or vehicles other than damage to such vehicles or property in or on the vehicles. The Company will indemnify the insured for the cost of removing the animals, trees, satellite dishes or vehicles from the insured's premises up to a limit of R10,000.
7. Breakage or collapse of radio or television aerials or masts.
8. Deliberate or wilful or wanton acts excluding destruction or damage caused by or arising from theft or attempted theft.
9. Accidental damage to the buildings by any other cause not specified above but excluding wear and tear, deterioration and damage due to lack of maintenance

Specific Exceptions

The Company will not be liable for

1. The first amount payable stated in the schedule (or in the policy wording if greater) of every claim
2. The first R1 500 of every claim arising from a deliberate or wilful or wanton act (including theft) if at the time of such act the dwelling has been vacant for more than 30 consecutive days.

Basis of Settlement

If the dwelling is destroyed or damaged by an insured event

- A.** the Company will by payment or at its choice by reinstatement or repair indemnify the Insured. Provided that if at the time of the destruction or damage the value of the dwelling including the cost of demolition, professional fees and public authorities requirements (extension 5) amount to more than the sum insured the Insured will be his own insurer for the difference and will bear a rateable proportion of the loss
- Or
- B.** the Insured may choose within six months of the date of destruction to reinstate the dwelling on the same site (or on another site and in the way the Insured wants subject to the liability of the Company not being increased) as nearly as possible to its condition when new
- Provided
- (i) The reinstatement must be started and finished in reasonable time otherwise the Company will settle in terms of Section A above
 - (ii) The Company will not be liable for the cost exceeding the cost which would have been payable in terms of A above until the cost has been incurred by the Insured
 - (iii) The amount payable for fitted carpets and geysers will be the current replacement cost less an allowance for depreciation
 - (iv) if at the time of reinstatement the cost including the cost of demolition, professional fees and public authorities requirements (extension 5) which would have been incurred in reinstating the dwelling had it been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage the Insured will be his own insurer for the difference and will bear a rateable proportion of reinstatement.

Specific Conditions

Building Operation

While the dwelling is being erected or structurally altered cover provided by:

- Defined events 4., 5. and 6
- Extension 1 Rent

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Extension 2 Breakage of glass and sanitary ware
Extension 19 Liability to the Public
Personal Liability for Houseowners and Householders

Will not apply to destruction, damage or liability arising directly or indirectly from such erection or alteration.

Extensions

1. **Rent**

If the dwelling becomes uninhabitable as a result of destruction or damage caused by an insured event the company will for the period necessary for reinstatement

- (a) Pay the Insured who permanently occupies the dwelling an amount based on the rental value of the unfurnished dwelling
- (b) Indemnify the Insured for the loss of rent receivable if the dwelling was tenanted at the time of the destruction or damage (the amount payable will be based on the rent of the unfurnished dwelling)

Provided that this amount does not exceed 20% of the sum insured on the dwelling

2. **Breakage of glass and sanitary ware**

In the event of accidental breakage in the dwelling (except when it is vacant) of

- (a) Fixed glass
- (b) Fixed sanitary ware excluding chipping, scratching or disfiguration

the Company will pay for or may choose to repair or replace the item. The Insured will be responsible for the first R250.00 of every claim.

3. **Public supply connections**

In the event of accidental destruction or damage to water, sewerage, gas electricity or telephone connections belonging to the Insured or for which he is responsible between the insured building(s) on the premises and the public supply the Company will pay for or may choose to repair the damage. The Insured will be responsible for the first 5% of claim minimum R150 in respect of every claim.

4. **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) the Company will pay for or choose to repair or replace it. The Insured will be responsible for the first 5% of claim minimum R150 of every claim.

5. **Cost of demolition, professional fees and public authorities requirements**

The Company will pay costs necessarily incurred with its written consent

- (a) In demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations
- (b) For architects' quantity surveyors' and consulting engineers' fees
- (c) For local authorities' scrutiny fees
- (d) For repairing or rebuilding in accordance with the requirements of public authorities following destruction or damage to the dwelling by an insured event.

and the total amount payable shall not exceed the sum insured on the property affected.

6. **Fire extinguishing charges**

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the Company may be liable, provided the insured are legally liable for such costs and the insured property was in danger from the fire. The indemnity under this section is limited to R10,000 any one period of insurance.

7. **Mortgagee**

The interest of a mortgagee of which the Company is aware

- (a) Ranks prior to that of the Insured
- (b) is limited to the amount owing to the mortgagee by the Insured
- (c) Will not be invalidated by any act or omission of the Insured if such act or omission occurs without the mortgagee's knowledge.

8. **Tenants or Guests**

This insurance will not be invalidated by any act or omission of a tenant or guest of the Insured provided that the Insured notifies the Company as soon as such act or omission comes to his knowledge.

9. **Subsidence extension**

This section is extended to include destruction or damage to the dwelling caused by subsidence or heave of the land supporting the dwelling or landslip provided such destruction or damage is not caused by or does not arise from

- (a) Excavations other than mining excavations
- (b) Alterations, additions or repairs to the dwelling

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- (c) The compaction of infill
(d) Defective design, materials or workmanship
(e) Normal settlement, shrinkage or expansion of the dwelling.
- The company will not be liable for
- (i) destruction or damage to 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 outbuildings are damaged by the same cause at the same time
- (ii) destruction or damage to swimming pools, tennis courts, sauna and spa rooms and baths, gates, walls, fences, driveways paths, patios, terraces, septic or conservancy tanks, drains and water courses unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.
- (iii) Work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precaution were implemented during the original construction of the dwelling and any subsequent additions thereto
- (iv) The first portion of each claim calculated at 1% of sum insured or R1 000 whichever is the greater.

10. Removal of Fallen Trees Extension

If a tree has fallen and not caused damage to an insured building, the Company undertakes to indemnify the insured for cost incurred in respect of removal and disposal of the fallen tree or trees up to R5,000 per event and R10,000 in any period of insurance as stated in the schedule. The insured shall be responsible for the first R 500.00 each and every claim.

11. Theft of fixtures and fittings

The cover granted by this section includes theft (or any attempt thereat) of Fixtures and Fittings for which the insured is responsible. For the purposes of this extension only fixtures and fittings are deemed to include external and/or remote fixtures and fittings including Auxiliary power supply units and their fuel on or about the premises of the Insured provided that:

1. The maximum amount payable by the Company shall not exceed R5,000 any one event and R10,000 any one period of insurance;
2. The First Amount Payable for this cover shall be 10% claim minimum R1,000

12. Damage by wild animals

The Company will pay up to R100, 000 in any one insurance period for loss of or damage to insured property caused by the acts of wild animals:

- (a) Damage caused by baboons and / or monkeys is limited to R10,000 any one incident with a maximum of R25,000 in any one annual period of insurance;
- (b) The first amount payable of R2, 500.00 in respect of every claim shall be borne by the insured.

13. Power Surge extension

The insurance granted by this Section will indemnify the Insured in respect of damage to items insured (not resulting in fire) as a result of fluctuations in the power supply and/or lightning strikes resulting in surges:

1. Protected Distributions boards –
The maximum amount payable by the Company will not exceed the amount stated in the schedule for any one event or series of events in any one (annual) period of insurance and will not be subject to a First Amount Payable unless otherwise stated in the schedule.
2. Unprotected Distributions boards
The maximum amount payable by the Company will not exceed R20,000 for any one event or series of events, and R30,000 in any one (annual) period of insurance. The First Amount Payable of 10% of claim minimum R2,000 will apply unless otherwise stated in the schedule

14. Damage to landscaped gardens and water features

The Company will pay up to the limit stated in the schedule for costs incurred by the Insured in restoring landscaped gardens, water features and statues following loss or damage by fire, lightning, thunderbolt, subterranean fire, special perils, earthquake, malicious damage and explosion or as a result of any emergency service operating at the insured premises as a result of an insured peril. The Insured will be responsible for the first R 1,000.00 of every claim.

15. Loss of Water Extension (If stated in the schedule to be included)

The Company will pay up to the amount stated in the schedule for charges raised by a local authority for water lost through leakage from pipes on the Insured's property provided that:

- a) The consumption reading must be at least 50 percent more than the average of the previous four readings;
- b) The Insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical Evidence or on receipt of an abnormally high water account).
- c) The insured will be responsible for the first R 500.00 of each and every claim

This extension does not cover -

- (i) The cost of repairs to leaking pipes;

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- (ii) More than two separate incidents in any period of twelve months;
- (iii) Loss of water -
 1. As a result of leaking taps, water heating apparatus or toilet systems;
 2. from swimming pool structures or inlet or outlet pipes;
 3. Whilst the property is unoccupied for a period in excess of 60 consecutive days.

16. Retaining Walls (If stated to be included)

The Company will pay for (or may choose to repair) up to the limit stated in the schedule for damage or destruction of retaining walls as a result of flood or storm and not as a result of poor of maintenance, wear and tear or gradual deterioration. Cover is subject to an engineer's report being accepted and lodged with the Company before cover incept

17. Damages caused for medical emergencies

The Company will pay up to R10,000 for the cost of repairs for damage caused to the property by the immediate emergency action taken to gain access into a room where it is presumed a guest may be in need of medical attention and/or is unresponsive. The Company will pay up to R10,000 for the cost of repairs

18. Environmentally Friendly Equipment in the open:

The Company will indemnify the insured up to a maximum amount of R15,000 for loss by the perils stated above, or theft of any equipment, not otherwise insured or able to be insured in terms of a buildings policy, related to Environmentally-friendly equipment from the insured premises. The insured will be responsible for the first R750 of any claim in terms of this extension.

19. Liability to the public (applicable only if the Insured is an individual person)

If the Insured or any member of his immediate family normally resident with him becomes legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss of or damage to property occurring during the period of insurance and arising from the ownership and not out of the occupation of the dwelling the company will indemnify the Insured up to the limit stated in the schedule for any one accidents arising out of one event including costs and expenses

- (a) Recoverable by any claimant from the Insured
- (b) Incurred with the written consent of the Company.

The Company will not pay for legal liability

- (i) To any member of the Insured's immediate family normally resident with him
- (ii) For loss of or damage to property in the care custody or control of the Insured or any member of the Insured's immediate family normally resident with him or any employee of the Insured
- (iii) Directly or indirectly due to
 - (a) The Insured's business or profession
 - (b) The ownership of land or buildings other than the dwelling insured by this section of the policy and the land upon which they are situated provided the land is used for residential purposes only
 - (c) the use of any motor vehicle, caravan, trailer, air or watercraft owned by the Insured or in the care custody or control of the Insured or any member of the Insured's immediate family normally resident with him or any employee of the Insured
- (iv) accepted by agreement which would not have attached in the absence of such agreement other than a liability assumed in terms of a written contract entered into with a Company providing security or armed response services.