

BUILDINGS

Definitions

For this section

- 1.1 **The Insured** means the person or legal entity in whose name this policy is issued.
- 1.2 **Buildings** shall mean all buildings and outbuildings thereto (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) and sporting and recreational structures, landlord's fixtures and fittings therein and thereon, walls (except dam walls and retaining walls), gates, posts, fences, and tarred or paved roads, (but excluding such roads where these cross watercourses), driveways, paths or parking areas.
- 1.3 **Sum insured** means the amount stated in the schedule for the Buildings section.
- 1.4 **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
- 1.5 **Premise(s)** means that area of the property described in the schedule which is demarcated in terms of the Title Deed for that erf.

Insured events

The Insured events are

- 2.1 Fire, lightning, explosion.
- 2.2 Storm, wind, water, hail or snow other than
 - (a) that arising from its undergoing any process necessarily involving the use or application of water
 - (b) wear and tear or gradual deterioration
 - (c) loss or damage
 - (i) to retaining walls
 - (ii) Caused or aggravated by
 - o subsidence or landslip
 - o 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
- 2.3 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.
- 2.4 Bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus.
- 2.5 Theft or attempted theft provided that if the building is vacant there is forcible and violent entry or exit.
- 2.6 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.
- 2.7 Breakage or collapse of radio or television aerials or masts, satellite dishes and solar panels.
- 2.8 Deliberate or wilful or wanton acts excluding destruction or damage caused by or arising from theft or attempted theft. The first amount payable of 10% of claim minimum R1,500 or every claim arising from a deliberate or wilful or wanton act if at the time of such act the building has been vacant for more than 30 consecutive days shall apply
- 2.9 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.

The Company will not pay more than the limit stated in the schedule in respect of any one event.

Basis of settlement

If the building is destroyed or damaged by an insured event

- 3.1 The Company will by payment or at our choice by reinstatement or repair, indemnify the Insured provided that if, at the time of the destruction or damage the value of the building including the cost of demolition, professional fees and public authorities requirements amount to more than the sum insured the Insured will be their own insurer for the difference and will bear a rateable proportion of the loss
Or
- 3.2 the Insured may choose within six months of the date of destruction to reinstate the building on the same site (or on another site and in the way the Insured wants, subject to our liability not being increased) as nearly as possible to its condition when new provided
 - 3.2.1 The reinstatement must be started and finished in reasonable time otherwise the Company will settle in terms of 3.1
 - 3.2.2 The Company will not be liable for the cost exceeding the cost which would have been payable in terms of 3.1 until the cost has been incurred by the Insured
 - 3.2.3 The amount payable for fitted carpets and geysers will be the current replacement cost less an allowance for depreciation
 - 3.2.4 if, at the time of reinstatement the cost including the cost of demolition, professional fees and public authorities' requirements which would have been incurred in reinstating the building had it been totally destroyed, exceeds the sum insured on the building at the time of destruction or damage the Insured will be their own insurer for the difference and will bear a rateable proportion of reinstatement.

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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.

Specific Conditions

Building Operation

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

Defined events 2.4, 2.5 and 2.8

Extension 1 Breakage of glass and sanitary ware

Public Liability Section

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

EXTENSIONS:

1. Breakage of glass and sanitary ware

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

4.1 fixed glass

4.2 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 of every claim.

2. 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 the Insured is responsible between the building(s) and the public supply the Company will pay for or may choose to repair the damage. The Insured will be responsible for the first R250 of every claim.

3. Water pumping machinery

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) 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 R250 of every claim.

4. Cost of demolition, professional fees and public authorities requirements

The Company will pay costs necessarily incurred with our written consent

4.1 in demolishing the building, removing debris from the site and erecting hoardings required for building operations

4.2 For architects' quantity surveyors' and consulting engineers' fees

4.3 For local authorities' scrutiny fees

4.4 For repairing or rebuilding in accordance with the requirements of public authorities

Following destruction or damage to the building by an insured event and that the total amount claimed shall not exceed the sum insured on the property affected.

5. 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.

6. Mortgagee

The interest of a mortgagee of which the Company is made aware

6.1 ranks prior to that of the Insured

6.2 is limited to the amount owing to the mortgagee by the Insured

6.3 will not be invalidated by any act or omission by the Insured if such act or omission occurs without the mortgagee's knowledge.

7. 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 notify us as soon as such act or omission comes to their knowledge.

8. Subsidence extension.

Only applies if the schedule shows that the cover includes subsidence

- 8.1 This section is extended to include destruction or damage to the building caused by subsidence or heave of the land supporting the building or landslip provided such destruction or damage is not caused by or does not arise from excavations other than mining excavations

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- 8.1.1 alterations additions or repairs to the building
- 8.1.2 the compaction of infill
- 8.1.3 defective design, materials or workmanship
- 8.1.4 Normal settlement, shrinkage or expansion of the building.

8.2 The Company will not be liable for destruction or damage to

- 8.2.1 solid floor slabs or any other part of the building resulting from the movement of such slabs unless the foundations supporting the external walls of the residence or its domestic outbuildings are damaged by the same cause at the same time
- 8.2.2 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 residence or its domestic outbuildings are damaged by the same cause at the same time.

8.3 The Company will not be liable for

- 8.3.1 work necessary to prevent further destruction or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto
- 8.3.2 The first portion of each claim calculated at 1% of sum insured or R1 000 whichever is the greater.

9. Fatal Injury Extension

If the Insured or the persons named in the schedule sustain a fatal injury as a result of fire to the residence or its domestic outbuildings the Company will pay to the Insured up to the amount stated in the schedule. This payment is conditional in that the fire brigade must have attended or been summoned to the premises and death must occur within three months of such injury

10. 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.

11. Death of Fish

The Company will pay up to the limit stated in the schedule for any one event for death of fish kept for aesthetic purposes only (not incidental to the Insured's business) directly resulting from fire, lightning thunderbolt, explosion, earthquake, aircraft (or articles falling from aircraft), storm, tempest, flood, impact, or any act committed by anyone with the intention of causing such death. This extension also includes death of fish following water pollution or contamination from chemicals or waste. The Insured will be responsible for the first R 1,000.00 of each claim provided that:

- a) The Company will not pay for more than the limit stated in the schedule any one event and R50, 000 in any one period of insurance.
- b) The Company will not be responsible for any claim where the death of the fish arises as a result of disease or sickness.

12. Loss of Water

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;
- (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.

13. 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;

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(b) The first amount payable of R2, 500.00 in respect of every claim shall be borne by the insured.

14. 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

15. 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 and 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.

16. 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 Auxilliary 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

17. External Signs, Blinds and Canopies

The Company will pay up to the amount stated in the schedule for damage by an insured peril to external signs, blinds & canopies at the insured's premises for which the insured is responsible, but excluding the first R 1,000.00 in respect of each and every claim. These amounts stated here can be increased in accordance with the insured's wishes, and the correct amount will reflect in the insured policy schedule. This cover is extended to include signs and signposts advertising the insured establishment, being the property of the insured and that for which they are responsible and situated elsewhere, either on off the insured's property

18. Water / Gas / Electricity and/or Sewerage Reticulation systems

The Company will pay up to the limit of indemnity as stated in the schedule for damage by an insured peril to any water, gas, electricity or sewerage reticulation system occurring anywhere within the Insured premises and for which the insured is responsible, but excluding the first R2,500 in respect of each and every claim.

Consequential loss following damage to such reticulation system is excluded in terms of this extension
If such items are specifically insured on the schedule, this extension will no longer apply

19. 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 maintenance, wear and tear or gradual deterioration.

Cover is subject to an engineer's report being accepted and lodged with the Company before cover incepts

20. 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.

21. 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

22. Locks and Keys

In addition to the limit of indemnity stated in the schedule to the Company will indemnify the Insured in respect of the cost of replacing locks and keys and electronic keycards to any insured premises following upon the disappearance of any key to such premises or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key
Provided that:

- (i) The Company's liability shall not exceed R10,000 in respect of any one event
- (ii) To Company shall not be liable for the first R 500.00 of each and every event.

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23. Rent and alternative accommodation

If the buildings become uninhabitable as a result of loss or damage caused by an insured event the Company will indemnify the insured;

- (a) for rent, provided that the insured are liable in the insured's personal capacity for the payment of rent
- (b) for any reasonable additional costs incurred in providing alternative accommodation for the insured, their immediate family and employees normally resident with the insured but only for the period necessary for reinstatement and up to a limit of 25% (percent) of the building sum insured.

24. Additional Costs of Removing Debris and Silt Clause. (If stated in the schedule to be included)

Following damage to the property insured by a defined event the insurance under this Section includes the cost necessarily incurred by the insured in respect of the removal of silt and debris from in the area exceeding 10 meters from the site of such property destroyed or damaged provided that:

1. The sum insured of this clause shall not exceed the amount stated in the schedule.
2. Arising from pollution or contamination of property not insured by this Policy/Section.
3. The insured shall be responsible for the first amount payable stated in the schedule.

25. Post Mortem Cleaning and Sanitising Cost Extension

In the event of a death on the premises that requires the employment of Professional Cleaning and Sanitising Services to restore the affected area to the condition it was in before the death, the Company will pay for costs incurred by the Insured up to a maximum amount of R10,000 any one event and R20,000 in any one 12 month period of insurance