

---

## **SECTION 1.**

### **HOUSEOWNERS - BUILDINGS**

#### **DEFINITIONS**

For this section

1. you/your/yours/yourself means the policyholder named in the schedule
2. dwelling means the private residence and its domestic outbuildings, landlord's fixtures and fittings, water, sewerage, gas, electricity and telephone connections, paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel), walls, gates and fences(excluding hedges), swimming pools including fixed filtration plant, water pumping machinery (not automatic pool cleaners), tennis courts, sauna and spa baths belonging to you and situated at the risk address shown in the schedule.

#### **COVER PROVIDED**

##### **1. INDEMNITY TO YOU**

Following loss of or destruction or damage to the dwelling arising from or caused by an insured event

- 1.1 we will by payment or at our choice by reinstatement or repair indemnify you. Provided if at the time of the destruction or damage the value of the dwelling including the cost of demolition and professional fees amount to more than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss

or

- 1.2 you may choose within six months of the date of destruction or damage to reinstate the dwelling on the same site (or on another site and in the way you want subject to our liability not being increased) as nearly as possible to its condition when new provided

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

- 1.2.2 we will not be liable for the cost exceeding the cost which would have been payable in terms of 1.1 until the cost has been incurred by you

- 1.2.3 if at the time of reinstatement the cost including the cost of demolition and professional fees which would have been incurred in reinstating the dwelling had it been totally destroyed exceeds the sum insured on the dwelling at the time of destruction or damage you will be your own insurer for the difference and will bear a rateable proportion of reinstatement.

##### **2. INSURED EVENTS**

The insured events are

- 2.1 Fire, lightning, explosion and earthquake.
- 2.2 Deliberate or willful or wanton acts excluding destruction or damage caused by or arising from theft or attempted theft.
- 2.3 Storm, wind, water, hail or snow excluding destruction or damage
  - 2.3.1 to gates and fences

- 2.3.2 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.
- 2.4 Bursting, leaking or over-flowing of water apparatus and pipes or fixed oil-fired heating apparatus including damage to said apparatus that is not caused by gradual deterioration.
- 2.5 Theft or attempted theft provided if the dwelling is vacant there is forcible and violent entry or exit.
- 2.6 Impact.
- 2.7 Breakage or collapse of radio or television aerials or masts.

### **3. BREAKAGE OF GLASS AND SANITARYWARE**

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

- 3.1 fixed glass
- 3.2 fixed sanitaryware excluding chipping, scratching or disfiguration  
we will pay for or choose to repair or replace it. You will be responsible for the first P250 of every claim.

### **4. RENT**

If the private residence becomes uninhabitable as a result of any insured loss, destruction or damage we will pay you up to 20% of the sum insured on the dwelling. The amount payable will be based on the period necessary for reinstatement and

- 4.1 the annual rental value of the unfurnished dwelling if it was your permanent residence
- 4.2 the annual rent of the unfurnished dwelling if it was tenanted at the time of the loss, destruction or damage.

### **5. WATER-PUMPING MACHINERY**

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear) we will pay for or choose to repair or replace it. You will be responsible for the first P250 of every claim and we will not pay more than P5000.

### **6. PUBLIC SUPPLY OR MAINS CONNECTIONS**

In the event of accidental destruction or damage to water, sewerage, gas, electricity or telephone connections belonging to you or for which you are responsible between your dwelling and the public supply we will pay for or may choose to repair them.

### **7. PUBLIC AUTHORITIES REQUIREMENTS**

We will pay costs necessarily incurred in repairing or rebuilding in accordance with the requirements of public authorities following destruction or damage to the dwelling by an insured event, subject to the adequacy of the sum insured.

### **8. FIRE BRIGADE CHARGES**

If authorities charge you with the cost of fire extinguishing following fire damage to the dwelling we will indemnify you.

### **9. COST OF DEMOLITION AND PROFESSIONAL FEES**

We will pay costs necessarily incurred by you with our written consent subject to the adequacy of the sum insured

- 9.1 in demolishing the dwelling, removing debris from the site and erecting hoardings required for building operations
- 9.2 for architect's, quantity surveyors' and consulting engineers' fees
- 9.3 for local authorities' scrutiny fees following loss of or destruction or damage to the dwelling by an insured event.

## **10. LIABILITY TO THE PUBLIC**

### **DEFINITIONS**

For this section you/yours/yourself includes members of your family normally resident with you.

### **COVER PROVIDED**

#### **1. INDEMNITY TO YOU**

- 1.1 If you become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss or damage to property occurring during the period of insurance we will
  - 1.1.1 indemnify you up to P1 000 000 for any one accident or series of accidents arising out of one event including costs and expenses
    - 1.1.1.1 recoverable by any claimant from you
    - 1.1.1.2 incurred with our written consent.

#### **2. TENANTS**

If you become legally liable as tenant and not as owner for

- 2.1 damage to the building of a dwelling and its domestic outbuildings (including fixtures and fittings) caused by an insured event specified in householders- contents (section 2.)
- 2.2 accidental damage to fixed sanitaryware or fixed glass
- 2.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling or outbuildings

we will indemnify you in terms of 1.1.1 above up to P1 000 000 for any one accident or series of accidents arising out of one event.

### **SPECIAL EXCLUSIONS**

We will not be liable for

1. the first 20% of every claim arising from a deliberate or willful or wanton act (including theft) after the dwelling has been vacant for more than 60 consecutive days
2. Any first amount payable shown in the schedule.

### **CLAUSES**

#### **1. MORTGAGEE**

The interest of the mortgagee

- 1.1 ranks prior to your interest
- 1.2 is limited to the amount owing to the mortgagee by you on the home loan account in respect of the insured dwelling

- 1.3 will not be invalidated by any act or omission of yours if such act or omission occurs without the mortgagee's knowledge.

## **2.. TENANTS**

This insurance will not be invalidated by any act or omission of a tenant of yours provided you notify us as soon as such act or omission comes to your knowledge.

## **3. SUBSIDENCE (when indicated as applicable in the schedule)**

- 3.1 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
- 3.1.1 excavations other than mining excavations
  - 3.1.2 alterations, additions or repairs to the dwelling
  - 3.1.3 the compaction of infill
  - 3. 1.4 defective design, materials or workmanship
  - 3.1.5 normal settlement, shrinkage or expansion of the dwelling.
- 3.2 We will not be liable for destruction or damage to
- 3.2.1 solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic outbuildings are damaged by the same cause at the same time
  - 3.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences
- 3.3 We will not be liable for
- 3.3.1 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 dwelling and any subsequent additions thereto
  - 3.3.2 the first portion of each claim calculated at 1% of the sum insured or P2 000 whichever is the greater.
  - 3.3.3 damage which existed at the commencement of the policy
  - 3.3.4 costs which exceed the sum insured

## **4. PROPERTY OWNER'S LIABILITY**

All sums for which the insured may be liable as owners of the above mentioned buildings (and not as a private householder occupying the building) in respect of

- 4.1 accidental death of or bodily injury to or illness of any person not being a member of the insured's family or household or a paying guest, boarder or lodger at the premises or a person in the insured's service at the time of sustaining such injury and
- 4.2 accidental loss of or damage to property not belonging to or in the charge or under the control of the insured or a member of his family or household or paying guest, boarder or lodger at the premises or a person in the insured's service occurring during the period of insurance in, on or about the buildings

4.3 The Company will also pay:

- 4.3.1 costs and expenses recoverable from the insured by any claimant provided such costs and expenses were incurred before the date (if any) on which the Company shall have paid or offered to pay either the full amount of the claim or the total amount recoverable in respect of any occurrence as herein before provided
- 4.3.2 costs and expenses incurred by the insured with the consent of the Company

#### **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 event or series of events with one original cause or source shall not exceed the amount of P1 000 000.

#### **Specific Exceptions**

The Company shall not be liable for:

- a. injury or damage arising out of or incidental to
  - (i) the Insured's profession or business
  - (ii) the use of lifts or vehicles
- b. Liability arising out of any contract of indemnity which imposes on the insured liability which the insured would not otherwise have been under. In the event of the death of the insured the Company shall in respect of the liability incurred by the insured indemnify the insured's personal representatives in the terms of and subject to the limitations of this extension provided that such personal representatives shall as though they were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this policy so far as they can apply.

#### **5. CAPITAL ADDITIONS**

This insurance under this section covers alterations and improvements (but not appreciation in value in excess of the sum(s) insured) to the buildings for an amount not exceeding 15 per cent of the insured thereon, it being understood that the insured undertake to advise the Company each quarter for such alterations, additions and improvements and to pay the appropriate additional premium thereon.