

# SECTION 2. HOUSEHOLDERS – CONTENTS

### **DEFINITIONS**

#### For this section

- 1. You /your/yours/yourself includes members of your family normally resident with you
- 2. dwelling means the private residence and its domestic outbuildings permanently occupied by you
- property insured means household contents and personal effects (including money and conversion bonds up to P500)
   which belong to you or are your responsibility while in the dwelling
- Standard Construction means buildings with walls of brick stone or concrete, roofed with slate tile concrete asbestos
  or metal.

### **COVER PROVIDED**

#### 1. INDEMNITY TO YOU

If the property insured is lost or damaged by an insured event we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost. If the property insured at the time of loss or damage is of greater value than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.

#### 2. INSURED EVENTS

The insured events are

- 2.1 Fire lightning explosion.
- 2.2 Deliberate or willful or wanton acts excluding loss or damage caused by or arising from theft or attempted
- 2.3 Storm, wind, water, hail or snow excluding loss or damage
  - 2.3.1 to property in the open
  - 2.3.2 arising out of any process necessarily involving the use or application of water
- 2.4 Earthquake
- 2.5. Bursting, leaking or overflowing of water apparatus and pipes or fixed oil-fired heating apparatus.
- 2.6 Sudden and violent damage to any building caused by impact.
- 2.7 Theft or attempted theft from
  - 2.7.1 the private residence
  - 2.7.2 any other occupied private residence
  - 2.7.3 any building in which you are temporarily residing



2.7.4	any domestic outbuildings, limited to P1 000 unless there is forcible and violent entry or exit
2.7.5	any building in which you are employed following forcible and violent entry or exit
2.7.6	any furniture storage depot following forcible and violent entry or exit
2.7.7	any other building if there is forcible and violent entry or exit.
Theft	
2.8.1	of laundry, garden and swimming pool furniture/implements from the grounds of the dwelling up

- 2.8.1 of laundry, garden and swimming pool furniture/implements from the grounds of the dwelling up to P1 000 any one claim.
- 2.9 Cover under insured events 2.1 to 2.8 is extended to any premises in which you are temporarily residing or if your property is in a bank safe deposit or furniture storage depot
- 2.10 Cover is extended to include Fire, Lightning, explosion plus damage or theft following collision or overturning of the carrying vehicle whilst in transit during a change of residence or to or from any bank safe deposit or furniture storage depot.

### 3. TELEVISION SETS AND GLASS

If in the dwelling

2.8

- 3.1 any television set, video recorder, decoder or its aerial is accidentally damaged (mechanical or electrical breakdown or wear and tear are excluded)
- 3.2 mirror glass or sheet glass in or on furniture is accidentally damaged we will indemnify you.

#### 4. GUESTS

If household contents and personal effects excluding money and conversion bonds not otherwise insured belonging to a guest temporarily residing with you are lost or damaged by an insured event specified in 2.1 to 2.6 or by theft from the private residence we will indemnify the guest up to P1000 any one claim.

#### 5. SERVANT'S PROPERTY

If household contents and personal effects excluding money and conversion bonds belonging to your domestic servant are lost or damaged in the dwelling by an insured event we will indemnify the domestic servant up to P1000 any one claim.

### 6. REFRIGERATOR AND DEEP FREEZE CONTENTS

In the event of deterioration of foodstuffs contained in any refrigerator/deep freeze unit in the dwelling as a result of

- 6.1 breakdown or accidental damage to the unit
- 6.2 failure of power supplied by public authorities we will indemnify you for loss of foodstuffs up to P1 000 any one claim.

### 7. KEYS AND LOCKS

We will indemnify you for costs reasonably and necessarily incurred as a direct consequence of any keys (including card keys and remote controllers) for the dwelling or vehicle owned by you being lost or damaged up to P1 000 any one claim.

# 8. DOCUMENTS

We will indemnify you for loss or damage caused by an insured event to your personal documents up to P1000 any one claim. We will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to you of the content.



#### 9. MEDICAL/VETERINARY EXPENSES

If medical and veterinary expenses are incurred as a result of accidental bodily injury sustained by any

- 9.1 person other than yourself caused by a domestic animal owned by you
- 9.2 guest or visitor arising from any defect in the dwelling
- 9.3 domestic servant in the course of his employment by you
- 9.4 domestic animal owned by you arising from a road accident

we will pay the expenses up to P1 200 per person or P750 per animal.

#### 10. ACCIDENTAL DEATH

If you sustain accidental bodily injury while in the dwelling or its grounds and die as a direct result of the injury we will pay

- 10.1 P2 000 for a person 18 years of age and under
- 10.2 P5 000 for a person over 18 and under 75 years of age

provided death occurs within three months of the injury.

The maximum amount payable under this extension is P20 000

#### 11. RENT

If the private residence becomes uninhabitable because of loss or damage caused by an insured event we will for the period necessary for reinstatement indemnify you for

- 11.1 rent for which you are liable
- 11.2 any reasonable additional costs incurred in providing alternative board and lodging for yourself, your family and domestic servants normally resident with you up to 20% of the household contents sum insured.

# 12. SECURITY GUARD

We will indemnify you for costs not exceeding P1 000 reasonably incurred in employing a security guard following an event giving rise to a claim.

### 13. TENANTS LIABILITY

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

- the premises and/or the landlord's fixtures and fittings therein or thereon
- 13.2 water, gas, sewerage, 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 extension for all damages including legal costs and expenses whether payable by 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 P1 000 000



#### 14. LIABILITY TO THE PUBLIC

Damages which the Insured as occupier of the residence(s) shall be legally liable to pay in consequence of:

- 13.1 Accidental death of or bodily injury to or illness of any person (hereinafter termed injury)
- 13.2 Accidental loss of or physical damage to tangible property (hereinafter termed damage)

For purposes of this extension 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 an in terms of this extension shall be obliged to observe and fulfill all terms and conditions of this extension and shall be subject to all 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 insured 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 will not indemnify the Insured in respect of

- (a) damage to property belonging to or in the custody or control of the Insured or of any other 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 any person who normally resides at the Insured's residence and who is regarded as a 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 of any land or buildings other than
  - (i) the residence referred to in the schedule
  - (ii) any other residential property temporarily occupied by the Insured
- (f) compensation of whatsoever 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 all domestic servants
- (g) compensation for damage in respect of judgement delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Botswana
- (h) costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable the area described in (g) above
- (i) punitive exemplary or vindictive damages, fines or penalties awarded in any court
- 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



#### 15. LIABILITY TO DOMESTIC SERVANTS

Damages for which the Insured may be held liable at common law or under the Workman's Compensation Act No 43 of 1977 and any amendments thereof (including 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 extension) in respect of bodily injury to any domestic servant employed by him in his capacity as householder provided that the injury results 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 P1 000 000 for any one accident or series of accidents arising out of any one event or occurrence.

#### 16. HOLE-IN-ONE

We will pay you P1000 should you or your spouse achieve a "Hole-in-One" on any recognised golf course during a game played in terms of the official rules of golf and confirmed in writing by the secretary of the Golf Club

#### 17. CREDIT CARDS

We will indemnify you up to P1 000 in any period of 12 months against liability arising from fraudulent use of your credit or cash cards by any person who is not a member of your family or household. We will not indemnify you if you have not reported the loss of the card to the issuing Organisation as soon as possible or complied with the conditions of issue of the card.

#### 18. SECURITY COMPANIES

Cover extends to apply to any liability assumed in terms of a written contract entered into with any entity providing security or armed response services.

Limit of Indemnity P1 000 000.

#### 19. HOUSEHOLD GOODS IN TRANSIT

Loss of or damage to household goods whilst in transit to or from any place of purchase, repair or renovation in the custody of the insured or his spouse up to an amount not exceeding P5000 following collision or overturning of the conveying vehicle or to such goods whilst contained in a locked boot or concealed in a compartment forming part of a locked vehicle by theft following actual visible force and violent entry to such vehicle.

# SPECIAL CONDITIONS

### 1. BURGLAR ALARM WARRANTY

In respect of any premises stated in the schedule to be subject to this condition at which a burglar alarm is installed it is a condition precedent to the liability of the company and warranted that

- a) the burglar alarm installed at the premises shall be made fully operative whenever the premises are left unattended
- b) such alarm shall be maintained in proper working order but the insured shall be deemed to have discharged their liability thereof if they have maintained their obligations under a contract with the suppliers or servicing engineers of the alarm system
- it is understood that this condition shall not apply to servants quarters, outbuildings or garages that are
  not attached to the main dwelling. However the relevant limits for the said premiums shall still apply

### SPECIAL LIMITATIONS



# 1. PAIRS AND SETS

Where any item consists of articles in a pair or set the company shall only be liable for the value of the particular part or parts, which are lost or damaged.

### SPECIAL EXCLUSIONS

This section excludes liability

- loss or injury to animals, loss or damage to more than one gold coin stamp and stamp collections motor vehicles
  caravans and trailers including their fitted accessories air or watercraft (not a surfboard or paddle ski) and their
  equipment any amount in excess of one-third of the household goods sum insured for the total value of precious
  metals and stones, jewellery, furs, rugs and carpets
- 2. property more specifically insured
- 3. theft or damage in any dwelling which has been unoccupied for more than 60 days in any one period of insurance unless cover is specifically provided



# CLAIM FREE GROUP

On the anniversary date of this policy the claim free group on which the next premium will be based is to be established from the following table:

Claim free group at the beginning of the preceding insurance year			2	3	4	5	6
No claim in preceding year	1	2	3	4	5	6	6
One claim in preceding year	0	0	0	1	2	3	4
Two claims in preceding year		0	0	0	1	2	3
Three claims in preceding year	0	0	0	0	0	1	2