

BUILDINGS (HOME OWNERS)

DEFINITIONS

For this section:

1. Dwelling means:
 - 1.1 the private residence and its domestic outbuildings, fixtures and fittings, water, sewerage, gas, electricity and telephone connections;
 - 1.2 paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel);
 - 1.3 walls (excluding retaining and dam walls), gates and fences (excluding hedges);
 - 1.4 swimming pools (excluding portable pools or pools built above ground) including fixed filtration plant, water-pumping machinery but excluding automatic pool cleaners;
 - 1.5 tennis courts, sauna and spa baths;
 - 1.6 intercom systems, CCTV and burglar alarm systems;
 - 1.7 solar heating systems and air conditioning units;
 - 1.8 aerials, antennae and satellite dishes, belonging to You and situated at the risk address shown in the Schedule.

2. Standard Construction means the buildings are built with walls of brick, stone or concrete and are roofed with slate, tiles, concrete, asbestos or metal.

3. Reinstatement means:
 - 3.1 if the Dwelling is destroyed, rebuilding it;
 - 3.2 if the Dwelling is damaged, repairing the damaged portion, as close as reasonably possible to the condition it was.

COVER PROVIDED

1. OUR INDEMNITY TO YOU

If the Dwelling is damaged or destroyed arising from or caused by an Insured Event:

- 1.1 We will, at Our election, by payment or by reinstatement or repair indemnify You provided You are not underinsured;
- or
- 1.2 You may choose within six consecutive 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 that:
 - 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 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 proportion of reinstatement;
 - 1.2.4 if We agree to settle the claim by means of a cash settlement, such payment shall not exceed the amount for which We could have settled the claim by means of repair or replacement.
 - 1.3 We will pay costs that You necessarily incur with Our written consent:
 - 1.3.1 in demolishing the Dwelling, removing debris from the site and erecting hoardings required for building operations;

1.3.2 for architects, quantity surveyors and consulting engineers fees;

1.3.3 for local authorities scrutiny fees,

Provided that the sum insured stated in the Schedule for this section is adequate to include such additional costs.

2. INSURED EVENTS

The Insured Events are:

2.1 fire, lightning, explosion;

2.2 deliberate or wilful malicious acts;

2.3 storm, wind, water, hail, snow or flood **excluding destruction or damage:**

2.3.1 **to retaining walls** unless such retaining wall was erected in compliance with architectural and or engineering specifications which specifications must be provided by You in the event of a claim;

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 earthquake but **excludes any loss or damage arising directly or indirectly from mining activities;**

2.5 bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus **excluding the repair or replacement of defective geyser elements, thermostat or valves;**

2.6 damage caused by theft or attempted theft;

2.7 theft or attempted theft provided that if the Dwelling is vacant there is forcible and violent entry or exit;

2.8 impact by animals, vehicles, falling trees or part of trees, aircraft or articles dropped therefrom;

2.9 breakage or collapse of radio or television aerials or masts including satellite dishes.

3. BREAKAGE OF GLASS AND SANITARYWARE

In the event of accidental breakage in the Dwelling **(except when the Dwelling is vacant)** of:

3.1 fixed glass;

3.2 fixed sanitary ware but excluding chipping, scratching or disfiguration,

We will pay for it or choose to repair or replace it subject to the limit as set out in the schedule.

4. RENT

If the private residence becomes uninhabitable as a result of an Insured Event, We will compensate You for:

4.1 loss of rent; or

4.2 rent for which You are liable; or

4.3 the cost of other similar accommodation, up to a limit of 25% of the sum insured of the Dwelling as reflected on the Schedule.

5. WATER-PUMPING MACHINERY, ELECTRONIC GATES, GARAGE DOOR MACHINERY, AUTOMATIC SPRINKLERS AND BURGLAR ALARM SYSTEMS

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners), electronic gates, garage door machinery, automatic sprinkler systems or burglar alarm systems, surveillance cameras, intercom systems or any similar device in domestic use is lost, destroyed or damaged as a result of an Insured Event, **(excluding loss or damage caused by wear and tear)** We will, at Our election, pay for or choose to repair or replace them subject to the limit as set out in the Schedule any one claim.

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, at Our election, to repair them subject to a limit as set out in the Schedule.

7. PUBLIC AUTHORITIES REQUIREMENTS

We will pay the public authority costs necessarily incurred in repairing or rebuilding the Dwelling in accordance with the requirements of public authorities following destruction or damage to the Dwelling by an Insured Event.

Subject to the limit set out in the Schedule.

8. FIRE EXTINGUISHING CHARGES

We will indemnify You for the reasonable cost of fire extinguishing following fire damage to the Dwelling or for the prevention of fire damage to the Dwelling.

9. POWER SURGE

We shall indemnify You for damage to the insured property caused directly by a power surge on the power line of a public supply authority subject to the limits as set out in the Schedule.

10. SECURITY GUARDS

We will indemnify You for costs reasonably incurred in employing a security guard following a loss or damage caused by an Insured Event that leaves You exposed to a criminal risk subject to the limit as set out in the Schedule.

11. LIABILITY TO THE PUBLIC AS PROPERTY OWNER

If Your Dwelling is insured by this section then You are indemnified under the Personal Liability Section of this Policy in so far as it applies to the liability of property owners.

12. DAMAGE TO GARDENS

We will indemnify You for costs not exceeding the limit as set out in the Schedule reasonably and necessarily incurred by You in Your capacity as owner of the Dwelling for the replacement of trees, shrubs, lawns, plants and fixed sprinkler installations situated in the grounds of the Dwelling following damage caused by fire, fire-fighting or other emergency services operations, explosion, impact by vehicles or aircraft or other aerial devices, deliberate or malicious acts, **excluding theft or attempted theft**.

13. REMOVAL OF FALLEN TREES

We will pay the cost for removal of fallen trees following an Insured Event. Our liability will not exceed the limits as set out in the Schedule.

14. SUBSIDENCE AND LANDSLIP - LIMITED COVER (unless specifically excluded in your policy)

14.1 This section includes destruction of or damage to the Dwelling caused by subsidence of the land supporting the Dwelling or landslip **provided such destruction or damage is not caused by or does not arise from:**

14.1.1 excavations other than mining excavations;

14.1.2 alterations, additions or repairs to the Dwelling;

14.1.3 the compaction of infill;

14.1.4 defective design, materials or workmanship;

14.1.5 normal settlement, shrinkage or expansion of the Dwelling;

14.1.6 removal or weakening of support to the Dwelling;

14.1.7 contraction and or expansion of soil, clay or similar types of soil or moist or damp.

14.2 We will not be liable for destruction or damage to:

14.2.1 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;

14.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

14.3 We will not be liable for work necessary to prevent further destruction or damage due to subsidence or landslip unless agreed thereto by Us in writing

15. LOSS OF WATER BY LEAKAGE

15.1 We will indemnify You for the costs of water lost through leakage from any underground pipes at the risk address where You are responsible to pay the charge for such water only in the event that the quarterly reading of water consumption exceeds the average of the previous four normal quarterly readings by more than 50% up to the limit as set out in the Schedule.

15.2 We will not pay for more than one incident in any period of 12 consecutive months and We will not be liable if on the discovery of a leak by physical evidence or on receipt of an abnormally high water account, You do not take immediate steps to repair the pipes so affected.

15.3 We will not pay for:

15.3.1 the cost of rectifying leaks or repairing the pipes;

15.3.2 water loss as a result of leaking taps, geysers, toilet systems or swimming pools;

15.3.3 water loss when the Dwelling is unoccupied for more than 30 consecutive days;

15.3.4 water loss as a result of a leaking inlet or outlet pipe of a swimming pool.

16. BUILDING OPERATIONS

16.1 While an independent contractor undertakes any alterations, renovations or installations on Your Dwelling, We shall indemnify You for the loss or damage to the work undertaken caused by:

- wind, storm, hail, flood or snow;

- fire or explosions;

- earthquake;

- theft of materials (excluding tools or construction equipment) or fixed items subject to there being forcible and violent entry or exit from the premises thereof,

Up to an amount of 5% of the building sum insured for any one claim.

16.2 There shall be no cover if:

16.2.1 the total period for the alteration, renovation or installation project exceeds 12 months in total;

16.2.2 the total cost of the alteration, renovation or installation project exceeds 5% of the sum insured value.

16.3 For the purposes of this Building Operations clause, the independent contractor cannot be the Insured or their immediate family, and must be a member of a recognised building Body.

17. IN THE EVENT OF A VIOLENT THEFT OR HOLDUP

For You to qualify for any of these covers, You must contact the ONE Assist 24 hour Help Desk which You can do either by activating Your Intelligent Panic (and We will call You) or You can phone Us on 0861 000 286. If You do not make the arrangements through Us then You will not be entitled to these benefits.

17.1 In the event of a violent act of theft or hold-up of You, Your family, Your domestic or Your guests at Your Dwelling then:

17.1.1 We will pay compensation for trauma counselling up to an amount of R2,500 per individual and R10,000 any one claim;

17.1.2 if Your cellphone is stolen, We will provide You with a cellphone loaded with pre-paid airtime to the value of R100;

17.1.3 if Your credit card is stolen, We will provide You with a R500 pre-loaded debit card;

17.1.4 if Your house keys and house remote are stolen, We will send a locksmith out to change Your stolen locks and remotes up to a limit of R5,000.

17.2 Should a claim be made in terms of this section then no further claim may be made under any other section in this Policy for the same covers. This cover cannot be claimed for more than once.

18. KEYS AND LOCKS

We will indemnify You for costs reasonably and necessarily incurred as a direct consequence of any keys (including cardkeys, keypads and remote control devices) for the Dwelling being lost or damaged subject to the limit as set out in the Schedule.

19. SPECIAL ALTERATIONS

We shall indemnify You for the fair and reasonable costs of alterations to Your Dwelling if these are necessary because You have had an accident that causes bodily injury and leaves You permanently bound to a wheelchair during the period of this policy subject to the limit as set out in the Schedule in respect of such special alterations.

20. EXTERNAL SIGNS, BLINDS AND CANOPIES

The insurance granted by this Section includes loss of or damage to fixed external signs, blinds and canopies of the Insured or for which the Insured is responsible provided that the company's liability shall not exceed the amount stated in the schedule in respect of any one item and any one event.

21. THEFT OF EXTERNAL FIXTURES AND FITTINGS (if stated in the schedule to be included)

Theft (or any attempt thereat) of Landlord's fixtures and fittings. For the purposes of this extension only Landlord's fixtures and fittings are deemed to include external and / or remote fixtures and fittings on the premises of the Insured provided that

- 21.1 the maximum amount payable by the Company shall not exceed the amount stated in the schedule in respect of any one event and R 25 000 any one period of insurance.
- 21.2 the Insured shall be responsible for the first 10% subject to a minimum of R 1 000 of each event giving rise to a claim
- 21.3 if any premises insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue this extension. During the period of the initial unoccupancy of thirty (30) consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.

22. CONTAMINATION AND POLLUTION OF FISH STOCKS

This section is extended to include the death of Trout stock in the Insured's dams and / or Fish in the Insured's water features and ponds as a result of pollution or contamination of the water by chemicals or wastes provided that

- 22.1 the maximum amount payable by the Company shall not exceed the limit stated in the schedule in respect of any one event and R25 000 any one period of insurance.
- 22.2 the Insured shall be responsible for the first R500 of each event giving rise to a claim.
- 22.3 the Company will not be responsible for any claim where the death of the fish arises as a result of disease or sickness.

23. MALICIOUS DAMAGE EXTENSION

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to

- 23.1 movable property which is
 - 23.1.1 stolen
 - 23.1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured
- 23.2 movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the Insured
- 23.3 immovable property owned or occupied by the Insured occasioned by or through or in consequence of
 - 23.3.1 the removal or partial removal or any attempt thereat of

- 23.3.2 the demolition or partial demolition or any attempt thereof of the said immovable property or any part thereof with the intention of stealing any part thereof provided that this extension does not cover
- i. loss or damage related to or caused by fire or explosion
 - ii. consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured
 - iii. loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation
 - iv. loss or damage related to or caused by any occurrence referred to in General exception 1 (A) (a), (b), (c), (d), (e) or (f) of this policy or the act of any lawfully established authority in controlling preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that, by reason of proviso (a), (b), (c) or (d), loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days the insurance in respect of this extension is suspended as regards the property affected unless the Insured, before the occurrence of any damage obtains the written agreement of the company to continue this extension.

During the period of the initial unoccupancy of 30 consecutive days the Insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20% of the claim before deduction of any first amount payable

24. HOME ASSIST

- 24.1 In the event of a home emergency as a result of breakage of fixtures and fittings, We will arrange for an appropriate repairer (electrician, plumber, locksmith, glazier etc.) to address the problem at Your nominated address (call-out fee and first hour labour is covered, thereafter normal rates apply) subject to a limit of 3 claims or up to R2 000 per annum whichever is the first.
- 24.2 All parts and materials used are excluded and will be for Your account.
- 24.3 A home emergency is defined as an event that is potentially life threatening or could possibly cause structural damage to Your Property.
- 24.4 Should a claim be made in terms of this section then no further claim may be made under any other section in this Policy for the same

SPECIAL EXCLUSIONS

1. We shall not be liable for:

- 1.1. loss or damage caused by or attributable to lack of maintenance, faulty or defective workmanship or construction, faulty design of the Dwelling, or damage caused by vermin, insects or fungi;
- 1.2. any structure which is not erected in accordance with the applicable building regulations;
- 1.3. any loss of or damage to the Dwelling if it is unoccupied for more than 30 consecutive days in any 12 month period unless agreed thereto by Us in writing. For the purposes of this exclusion, unlawful occupation shall not qualify as occupation of the building;
- 1.4. for loss of or damage to the Dwelling if the construction of the private residence and its domestic outbuildings are not of a Standard Construction unless agreed thereto by Us in writing;
- 1.5. any loss or damage to the Dwelling caused by a rise in the underground water table or pressure caused by it;
- 1.6. loss as a result of wear and tear or gradual deterioration;
- 1.7. consequential loss unless specifically covered herein.

SPECIAL CONDITIONS**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 loan account in respect of the 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.

OPTIONAL EXTENSION**1. ACCIDENTAL DAMAGE**

We will at Our option by payment, repair or replacement indemnify You for accidental damage to Your Dwelling.

We will not be liable for:

- 1.1 the first R500 of each and every claim;
- 1.2 more than the amount stated in Your schedule in total for any one claim;
- 1.3 loss, destruction or damage caused by or resulting from wear and tear, depreciation, rust, mildew, moth, vermin, insects, or any previously described event;
- 1.4 any gradually operating cause, processes of dyeing, cleaning or renovating, the action of light or atmospheric conditions, confiscation or detention by any process of law;
- 1.5 lack of reasonable maintenance;
- 1.6 consequential loss of any kind.