

# HOUSEOWNERS SECTION

## DEFINED EVENTS

Loss or Damage to the whole or part of the Insured Property as defined and as described in the schedule, owned by the Insured or for which they are responsible by the insured perils reflected below but only if such perils are stated in the schedule as being included.

## DEFINITIONS

**Insured Property** shall mean the property situated at the premises stated in the schedule comprising of:

1. the building of the private dwelling house and unless otherwise agreed by the Company and noted in the schedule, constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tiles, metal, concrete or asbestos;
2. any outbuildings being domestic's room(s), private garages and other private outbuildings which do not interlead with the main private dwelling in 1 above constructed of the materials mentioned in 1 above unless otherwise agreed by the Company and noted in the schedule;
3. any carports constructed of the materials mentioned in 1 above unless otherwise agreed by the Company and noted in the schedule;
4. any fixed ornamental structures;
5. any private sporting and recreational structures such as tennis courts, swimming pools (except portable swimming pools), spa baths and saunas;
6. any machinery relating to the property in 5 above such as swimming pool and spa bath pumps;
7. any borehole machinery supplying water solely for domestic purposes;
8. any aerials, masts (including lightning conductors) and satellite dishes;
9. any boundary and other walls, gateposts, gates (including the machinery thereof), fences (other than hedges);
10. any paved or surfaced areas (including driveways) of brick, concrete, asphalt or stone (not gravel);
11. fixtures and fittings belonging to the owner of the aforesaid property but only whilst such fixtures and fittings are in or on the aforesaid property;
12. any septic tanks and installed rainwater tanks;
13. any dams provided such dams are used solely for domestic purposes;
14. any fixed electric generators;
15. any public supply or mains connections to the extent that they are catered for in the remainder of this section.

Provided always that if two or more private dwelling houses are insured under this section the terms, limitations, exclusions and conditions contained herein shall apply separately to each Insured Property as if each had been insured under a separate policy.

## INSURED PERILS (but only those perils stated as included in the schedule)

**Note:** Some insured perils will have their own specific insured amounts stated in the schedule in which case such perils are subject to such stated insured amount. Other insured perils will not have their own specific insured amounts stated in the schedule in which case such insured perils will be subject to the insured amount of the item to which they relate in the schedule.

**Fire** including damage caused by smoke arising directly out of such fire;

**Lightning or thunderbolt** including damage caused by power surges arising directly from such lightning strikes;

**Explosion;**

**Earthquake** whether arising from mining operations or otherwise and including damage caused by tidal waves or tsunamis arising directly from such earthquake;

**Weather and water.** For the purpose of this peril weather damage shall mean damage caused by storm, wind, water, hail or snow.

This peril does not cover:

1. loss or damage to Insured Property arising from its undergoing any process necessarily involving the use or application of water;
2. loss or damage to Insured Property caused by tidal wave or tsunami originating from earthquake;
3. loss or damage to Insured Property being retaining walls unless so described and specifically insured as a separate item in the schedule;
4. wear and tear or gradual deterioration;
5. loss or damage to Insured Property caused or aggravated by subsidence or landslip;
6. loss or damage to Insured Property caused or aggravated by the Insured's failure to take all reasonable precautions for the maintenance and safety of the Property insured and for the minimisation of any damage;
7. loss or damage to Insured Property in the open (other than buildings, structures and plant designed to exist or operate in the open) unless so described and specifically insured as a separate item in the schedule.

**Impact.** For the purposes of this peril impact shall mean impact by:

1. aircraft and other aerial devices or articles dropped therefrom (including sonic shock waves or any other damage caused by aircraft);
2. rocks, stones or boulders (other than impact caused by landslip, the deliberate or wilful or wanton act of any person committed with the intention of causing such damage or impact by meteorites, asteroids or similar bodies entering the earth's atmosphere);
3. animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes or vehicles or property in or on such vehicles.

**Malicious damage.** For the purposes of this peril malicious damage shall mean 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 damage other than damage to:

1. movable Property which is:
  - 1.1 stolen;
  - 1.2 damaged in an attempt to remove it or part of it from any premises owned or occupied by the Insured;
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;
3. immovable Property owned or occupied by the Insured occasioned by or through or in consequence of:
  - 3.1 the removal or partial removal or any attempt thereof;
  - 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 this peril does not cover:

1. damage related to or caused by fire or explosion;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
4. damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. damage related to or caused by any occurrence referred to in General exclusion 1 (A) (i), (ii), (iii), (iv),(v) or (vi) 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 provisos 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

If any building(s) insured or containing insured Property becomes unoccupied for 30 consecutive days, this peril is suspended as regards the Property affected from day 31 unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue with this peril. If the Company provides such written agreement to waive this suspension of cover, the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (during any unoccupancy period exceeding 30 days)" for any loss occurring during any agreed extended period.

During the period of the initial unoccupancy of 30 consecutive days (whether agreement as set out above is obtained from the Company or not), the Insured shall be responsible for the first amount payable reflected in the schedule next to "First amount payable: % of claim (additional amount during 30 day unoccupancy period)".

**Theft or any attempt thereat of fixtures and fittings** belonging to the owner of the insured buildings whilst such fixtures and fittings are in or on the insured buildings (as described under 1 and 2 of the Insured Property definition), but excluding theft or any attempt thereat whilst the insured buildings are lent, let or sub-let in whole or in part unless such theft or any attempt thereat is accompanied by breaking into or out of the insured buildings by actual, visible and forcible means. For the purposes of this insured peril the accommodation of paying guests, boarders or lodgers not exceeding three in number shall not be deemed to be lending, letting or sub-letting of the insured buildings.

**Accidental damage – Buildings.** Accidental damage to buildings but excluding loss, destruction or damage caused by or resulting from:

1. wear and tear;
2. depreciation;
3. electrical or mechanical breakdown;
4. rust, mildew, moth, vermin or insects;
5. scratching, denting or chipping;
6. the Insured's own domestic pets;
7. any gradually operating cause;
8. any process of dyeing, cleaning or renovating;
9. the action of light or atmospheric conditions;
10. confiscation or detention by any process of law.

**Accidental damage – Glass.** Accidental breakage of:

1. glass in windows, skylights, doors, fanlights and verandas;
2. mirror glass

provided that:

1. such glass is fixed parts of the insured building(s) as described in 1 and 2 of the Insured Property definition;
2. the buildings must be furnished and occupied at the time of the breakage;
3. chipping, scratching and disfiguration of the glass is not covered.

**Accidental damage – Sanitary ware.** Accidental damage to sanitary ware of the insured buildings including but not limited to baths, wash basins, sinks, lavatory pans, cistern, pedestals and splash backs provided that:

1. such sanitary ware is fixed parts of the insured building(s) as described in 1 and 2 of the Insured Property definition;
2. the buildings must be furnished and occupied at the time of the breakage;
3. chipping, scratching and disfiguration of the sanitary ware is not covered.

**Breaking into or out of the insured building** as described in 1 and 2 of the Insured Property definition or any attempt thereat by actual, visible and forcible means.

**Subsidence and landslip.** If in the schedule against this peril the type of cover is reflected as "extended"

then this peril does not include:

1. damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured as a separate item in the schedule indicating that this peril is included;
2. damage caused or attributable to faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises;
3. damage caused or attributable to workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises;
4. damage caused or attributable to excavation on or under land other than excavations in the course of mining operations;
5. consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

If in the schedule against this peril the type of cover is reflected as **"limited"** then this peril in addition to points 1 to 5 above also does not include:

6. damage to screen walls, driveways, paving, swimming pool surrounds and tennis courts;
7. damage caused or attributable to contraction/ shrinkage and/ or expansion of soil caused by the moistness/ dampness or moisture content of such soil as experienced in clay and other similar soils;
8. damage caused by or attributable to inadequate compaction of backfill.

In any action, suit or other proceeding where the Company alleges that, by reason of exclusions 1 to 8 any damage is not covered by this peril, the burden of proving the contrary shall be upon the Insured.

**Collapse or breakage of aerial systems and satellite dishes.** Collapse or breakage of aerials, aerial masts or satellite dishes.

**Leakage of oils from oil heaters.** Loss or damage to the Insured Property following accidental leakage of oil from fixed oil fired heating installations.

**Riot and strike (other than RSA and Namibia).** For the purposes of this peril riot and strike shall mean damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above;

Provided that this peril does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence referred to in General exclusion 1 (A) (ii), (iii), (iv), (v) or (vi) 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 provisos 1 to 5 above, loss or damage is not covered by this peril, the burden of proving the contrary shall rest on the Insured.

**Accidental damage – fixed machinery.** Sudden and unexpected accidental damage to machinery of swimming pools, Jacuzzis, boreholes (excluding windmills), saunas, sprinkle irrigation systems, electric gates and garage doors, air-conditioners, burglar alarms, security surveillance equipment, solar power generation systems and panels as well as electric power generators, walk-in refrigerators, cold rooms and freezers, central vacuum cleaning systems and built in stoves used solely for domestic purposes but excluding damage caused by or arising from wear and tear, depreciation or gradual deterioration.

**Theft of electricity cables or water pipes.** Theft of electricity cables or water pipes the property of the Insured or for which the Insured is legally responsible between:

1. the public supply or public mains and the insured buildings as described in 1 and 2 of the Insured Property definition;
2. a borehole, water tank or other water source and the insured buildings as described in 1 and 2 of the Insured Property definition but only if supplying water solely for domestic use.

Provided that only the electricity cables and water pipes within a 200 meter radius from the main dwelling are covered.

**Power surge** provided that this peril does not cover power surges arising from lightning.

## SPECIFIC EXCLUSIONS

1. This section does not cover any consequential or indirect loss or damage of any kind or description whatsoever, except loss of rent as expressly provided for in the Rent extension.

## SPECIFIC CONDITIONS

### 1. Average

If the Insured Property is, at the commencement of any damage to such Property by any peril insured against, collectively of greater value than the insured amount thereon, then the Insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

This condition shall not apply to any loss for the following insured perils and extensions:

1. Theft or any attempt thereof of fixtures and fittings;
2. Accidental damage – Glass;
3. Accidental damage – Sanitary ware;
4. Accidental damage – Fixed machinery;
5. Power surge;
6. Water pipes.

### 2. Reinstatement value conditions

In the event of the Insured Property being damaged, the basis upon which indemnity is calculated is the cost to replace the lost or damaged property or part thereof with similar new property, limited to the insured amount stated in the schedule.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

### **Capital additions** (if stated as included in the schedule)

The insurance under this section covers alterations, additions and improvements (but not appreciation in value in excess of the insured amount(s)) to the Insured Property for an amount not exceeding the percentage (as stated in the schedule) of the insured amount thereon, it being understood that the Insured undertakes to advise the Company each quarter (or each month if the premium is paid monthly by debit order) of such alterations, additions and improvements and to pay the appropriate additional premium thereon.

### **Cost of demolition** (if stated as included in the Schedule)

The insurance under this section includes costs necessarily incurred by the Insured in respect of the demolition of buildings and/or the removal of debris and in providing, erecting and maintaining hoardings required during demolition, site clearing and/or building operations following damage to the property insured by an insured peril,



provided that the total amount recoverable shall not exceed the insured amount on the property affected.

The Company will not pay for any costs or expenses:

1. incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to such site;
2. arising from pollution or contamination of property not insured by this policy or section.

**Cover before property transfer** (if stated as included in the Schedule)

The Company will indemnify the Insured for loss or damage to Insured Property caused by an insured peril for the period between the Insured signing a Deed of Sale and the transfer of the property into the Insured's name by the Deeds Office.

This only covers property the Insured buys and specifically insures in terms of this policy.

This cover will not apply if the property insured by the seller or on the seller's behalf.

**Credit cards, credit vouchers and SIM cards (for use in cell phones)** (if stated as included in the schedule)

The Company will indemnify the Insured following the unlawful use by a person, not related to or employed by the Insured, of:

1. credit cards or credit vouchers officially issued by a credit institution in the Insured's name, provided that all terms and conditions under which the credit cards and credit vouchers were issued have been complied with;
2. SIM cards issued in the name of the Insured.

**Damage to property by baboons** (if stated as included in the schedule)

The Company will indemnify the Insured for loss or damage to the Insured Property caused by the acts of wild baboons or wild monkeys.

**Damage to property by wild animals (excluding baboons)** (if stated as included in the schedule)

The Company will indemnify the Insured for loss or damage to the Insured Property caused by the acts of wild animals but excluding damage caused by wild baboons or wild monkeys.

**Emergency accommodation** (if stated in the schedule to be included)

The insurance under this section is extended, subject to the insured amounts stated in the schedule, to include the actual and necessary cost of emergency accommodation in the event of the Insured Property being totally destroyed or damaged to an extent that it is not fit to live in by an insured peril.

**Fire extinguishing charges clause** (if stated in the schedule to be included)

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 in terms of this section provided the Insured is legally liable for such costs and the Insured Property was in danger from the fire.

**Full house** (if stated as included in the schedule)

The Company will indemnify the Insured up to the insured amount stated in the schedule incurred by the Insured for costs arising in the event of the Insured scoring a full-house in bowls on a bowling green, affiliated to a provincial union, in terms of the recognised rules of bowls provided that the full house must be achieved by the Insured, playing as amateurs, in an official competition, as part of a team of two, three or four, scoring a full house, with all eight or nine bowls to count. The full house must be confirmed in writing by the secretary of the bowling club.

**Gardens and water features** (if stated as included in the schedule)

The Company will indemnify the Insured for costs incurred by the Insured in restoring landscaped gardens and water features damaged by:

1. any insured peril that is reflected as included under the particular premises on the schedule whether or not

- other Insured Property is lost or damaged at the same time or;
- any emergency service(s) operating at the insured premises as a result of such insured peril.

**Geysers, water containers, water tanks, water apparatus or water pipes** (if stated as included in the schedule)

Bursting and other accidental damage to the above property (hereinafter in this extension and in the schedule called geysers) of the Insured installed in and forming part of the buildings or structures as described in 1 and 2 of the Insured Property definition and as stated in the schedule provided that:

- this extension does not cover structural defects, faulty design or poor workmanship of the above property;
- only geysers declared and stated in the schedule are covered under this extension;
- only water pipes connected to and within 1 meter of any insured geyser, water container, water tank or water apparatus are covered by this extension;
- the Specific Condition of average is for the purpose of this extension restated to read:

If the actual number of geysers in existence is, at the commencement of any bursting or other accidental damage to such Property, more than the number of geysers stated in the schedule, then the Insured shall bear a rateable share of the loss in proportion that the number stated in the schedule bears to the actual number in existence. Every building containing geysers insured in terms of this extension and every type of geyser, if more than one is stated in the schedule, shall be separately subject to this condition.

**Geyser maintenance** (if stated as included in the schedule)

This section is extended to provide cover for the cost of repair or replacement of defective elements, thermostats or valves.

**Hole-in-one** (if stated as included in the schedule)

The Company will indemnify the Insured up to the insured amount stated in the schedule incurred by the Insured for costs arising in the event of the Insured hitting a hole-in-one in golf, on a recognised golf course, in terms of the recognised rules of golf provided that the hole-in-one must be achieved by the Insured, playing as amateurs in an official game/tournament, and confirmed in writing by the secretary of the golf club.

**Inconvenience cover** (if stated as included in the schedule)

The Company will pay the insured amount stated in the schedule to the Insured in respect of any miscellaneous inconvenience costs incurred as a result of the Insured Property suffering a total loss by an insured peril of this section. This payment will be in addition to any other payment for which the Company may be liable and no substantiating invoices or documentation will be required for these expenses.

**Inflation escalation** (if stated as included in the schedule)

To provide for inflation the insured amounts of the Insured Property as stated in the schedule are automatically increased as follows:

**During the period of insurance:** During the period of insurance (or the twelve consecutive months from the inception or anniversary date if this policy is not an annual contract), the insured amount(s) shall be increased by that portion of the percentage specified in the schedule against "First year %" which the number of days since the commencement of such period bears to the whole of such period. Unless agreed otherwise, these provisions shall only apply to the insured amount(s) in force at the commencement of the period of insurance.

**After the period of insurance:** If following a claim any reinstatement or replacement process to the insured Property has not been completed by the end of the period of insurance, further inflationary costs incurred beyond the control and influence of the Insured up until final reinstatement or replacement has been completed will be covered by the Company as set out below:

**Second year %:** If stated in the schedule, the insured amount that existed during the period of insurance in which the claim occurred (as increased by the provision set out above under "during the period of insurance"), shall be increased further by the percentage specified in the schedule against "Second year %".

**Third year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 12 months after the period of insurance during which the claim occurred has elapsed, the insured amount

as inflated by the "Second year %" shall be increased further by the percentage specified in the schedule against "Third year %".

**Fourth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 24 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Third year %" shall be increased further by the percentage specified in the schedule against "Fourth year %".

**Fifth year %:** If stated in the schedule and if the reinstatement or replacement has not been completed 36 months after the period of insurance during which the claim occurred has elapsed, the insured amount as inflated by the "Fourth year %" shall be increased further by the percentage specified in the schedule against "Fifth year %".

At each renewal date, the Insured shall notify the Company of the amount(s) to be insured for the forthcoming period of insurance and any revised inflationary protection percentage(s). In default thereof, the insured amount(s) shall remain as they were in the previous period of insurance as if the inflationary increases in terms of this clause had not been applied.

### **Loss of water** (if stated as included in the schedule)

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

1. The consumption reading must be at least 50 percent more than the average of the previous four readings;
2. 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).

This extension does not cover:

1. The cost to trace and to repair leaking pipes;
2. More than two separate incidents in any period of twelve months;
3. Loss of water:
  - 3.1 as a result of leaking taps, water heating apparatus or toilet systems;
  - 3.2 from swimming pool structures or inlet or outlet pipes thereof;
  - 3.3 whilst the property is unoccupied for a period in excess of 60 consecutive days.

### **Mortgagee**

The interest of any mortgagee in the insurance under this section shall not be prejudiced by any act or omission on the part of the mortgagor without the mortgagee's knowledge. The mortgagee shall, however, inform the Company as soon as any such act or omission comes to his knowledge and shall be responsible for any additional premium payable from the date any increased hazard shall, in terms of this clause, be assumed by the Company.

### **Municipal plans scrutiny fee** (if stated as included in the schedule)

The insurance under this section includes municipal plans scrutiny fees, provided that the total amount recoverable under any item shall not exceed the insured amount on the Property insured so affected.

### **Professional fees** (if stated as included in the schedule)

The insurance of the Insured Property includes professional fees, including but not limited to architects' and quantity surveyors' fees (for estimates, plans, specifications, quantities, tenders and supervision) necessarily incurred in the reinstatement or replacement of the Insured Property following damage by an insured peril, but in no case exceeding the percentage stated in the schedule of the amount payable in respect of such damage and provided that the total amount recoverable shall not exceed the insured amount on the Property affected.

The amount payable in respect of such fees shall not include expenses incurred in connection with the preparation of the Insured's claim.

### **Public authorities' requirements** (if stated as included in the schedule)

The insurance under this section includes such additional cost of repairing or rebuilding the damaged Property incurred solely by reason of the necessity to comply with building or other regulations under, or framed in pursuance of, any act of parliament or ordinance of any provincial, municipal or other local authority provided



that:

1. the amount recoverable under this extensions shall not include:
  - 1.1 the cost incurred in complying with any of the aforesaid regulations
    - 1.1.1 in respect of damage occurring prior to granting of this clause;
    - 1.1.2 in respect of damage not insured by this section;
    - 1.1.3 under which notice has been served upon the Insured prior to the happening of the damage;
    - 1.1.4 in respect of undamaged Property or undamaged portions of Property other than foundations (unless foundations are specifically excluded from this insurance) of that portion damaged;
  - 1.2 the additional cost that would have been required to make good the Property damaged to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations not arisen;
  - 1.3 the amount of any rate, tax, duty, development or other charge or assessment arising from capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulations;
2. the work of repairing or rebuilding must be commenced and carried out with reasonable despatch and may be carried out wholly or partially upon another site (if the aforesaid regulations so necessitate) subject to the liability of the Company under this clause not being thereby increased;
3. if the liability of the Company under any item of this section apart from this clause shall be reduced by the application of any of the terms, exclusions and conditions of this section, then the liability of the Company under this clause in respect of any such item shall be reduced in like proportion;
4. the total amount recoverable under any item of this section shall not exceed the insured amount thereby.

#### **Public supply connections** (if stated as included in the schedule)

This section is extended to cover accidental damage to water, sewerage, gas, electricity and telecommunication connections the property of the Insured or for which they are legally responsible, between the insured building and the public supply or mains.

#### **Rent** (if stated as included in the schedule)

Loss of rent as a result of the Insured Property being so damaged (by any of the perils specified in the schedule as "included") as to be rendered untenable (including partially untenable) but only for the period necessary for reinstatement (and for an amount not exceeding the percentage as stated in the schedule against "Insured amount (%)") of the insured amount on the affected Property. The basis of calculation shall be the rent payable (of the unfurnished buildings) immediately preceding the damage or its equivalent in rental value.

#### **Special alterations** (if stated as included in the schedule)

The Company will, subject to the insured amount stated in the schedule, indemnify the Insured for the fair and reasonable cost of alterations to the insured buildings as described in 1 and 2 of the Insured Property definition if these are necessary because the Insured has had an accident that causes bodily injury and leaves the Insured permanently bound to a wheelchair provided such accident occurs during the period of this policy.

#### **Tracing of water leaks** (if stated as included in the schedule)

The Company will indemnify the Insured up to the insured amount stated in the schedule for:

1. the reasonable cost of tracing the source of any water, gas or oil leak in the insured buildings as described in 1 and 2 of the Insured Property definition;
2. repairs to damaged floors, walls and ceilings where such damage was incurred in opening up such structures to trace the leak;

provided that the Company shall not be liable under this extension:

1. where the first sign of the leakage was observed before the inception of this extension;
2. for the cost of repairing the leak.

### **Temporary removal** (if stated as included in the schedule)

Except in so far as otherwise insured, landlord's fixtures and fittings are covered while temporarily removed elsewhere on the premises or to any other premises including transit by road, rail or inland waterway anywhere within the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique provided that:

1. unless such temporary removal is for the purpose of cleaning, renovation, repair or similar process, the liability of the Company shall not exceed the percentage (as stated in the schedule) of the applicable buildings insured amount;
2. the amount payable under this extension shall not exceed the amount that would have been payable had the loss occurred on the part of the premises from which the Property is temporarily removed.

### **Tenants**

If a tenant of the insured buildings does something or omits to do something without the Insured's knowledge, which is in contradiction to the terms, exclusions and conditions of this policy, the Insured's cover will not be invalidated. The Insured must advise the Company of the act or omission as soon as the Insured becomes aware of it and will be responsible for any additional premium payable from the date any increased hazard shall be assumed by the Company.

### **Water pipes** (if stated as included in the schedule)

Bursting and other accidental damage to water pipes the property of the Insured installed in and forming part of the buildings or structures as stated in the schedule provided that:

1. this extension does not cover structural defects, faulty design, poor workmanship, wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) of any water pipe(s);
2. only water pipes beyond 1 meter of any geyser, water container, water tank or water apparatus are covered by this extension.