



# Evolution

INSURANCE COMPANY (Pvt) LTD

HONESTLY IT'S THE BEST POLICY

## HOME COMBINED INSURANCE POLICY

Whereas the Insured named in the Schedule has applied for the Insurance hereinafter set out and has paid the premium specified as consideration for such Insurance.

**EVOLUTION INSURANCE COMPANY PRIVATE LIMITED** (hereinafter referred to as The Company) agrees subject to the terms exceptions limits and conditions contained herein or endorsed or otherwise expressed hereon (hereinafter referred to as the terms of this Policy) to pay compensation to or indemnify the Insured during the period of Insurance in the event of a happening during a period when the appropriate section is operative.

### GENERAL CONDITIONS

This Policy and the Sections referred to in the Specification shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this Policy or the said Sections or any Specification thereto shall bear such specific meaning wherever it may appear.

**1. OTHER INSURANCES**

If at the time of the happening of any loss, damage, or liability covered by this Policy there shall be subsisting any other insurance covering such loss or damage or liability or any part of it, whether effected by the Insured or not, then the Company shall not be liable to pay or contribute more than its rateable proportion of any such loss or damage or liability.

**2. CANCELLATION**

The Company may at any time give thirty days written notice to the Insured at the address specified in this policy to cancel this Policy as from the date of the expiration of such notice and in which event will return the Premium less the pro rata proportion thereof for the period the Policy has been in force. Furthermore, this Policy may be cancelled at any time at the request of the Insured and thereupon the Insured shall be entitled to the return of a part of the last premium paid by the Insured in respect of the unexpired term of the Policy subject to the Company receiving or retaining the customary short-period premium which has been calculated according to their normal short period rates or minimum premium hereon. Such cancellation shall be without prejudice to any rights or claims of the Insured or the Company prior to the termination of this Policy. Notice of cancellation may also be given by any of the following means: telefax, telegram, or registered mail.

**3. MISDESCRIPTION**

If there be any material misdescription of any of the property hereby insured, or any building or place in which such property is contained, or any misdescription as to any material fact, or any omission to state such fact, the Company shall not be liable under this policy so far as it relates to property affected by any such misdescription, misrepresentation or omission.

**4. ALTERATION CLAUSE**

Under any of the following circumstances the Insurance ceases to attach as regards the property affected unless the insured, before the occurrence, of any loss of damage, obtains the sanction of the Company signified by Endorsement upon the Policy by or on behalf of the Company.

- (a) if the nature of the occupation of or circumstances affecting the buildings insured or containing the insured property be changed in such a way as to increase the risk of loss, damage or liability
- (b) if the interest in the property insured pass from the Insured otherwise than by will or operation of law.

## **5. Claims**

- (a) The Insured shall on the happening of any event likely to result in a claim under this Policy give notice thereof as soon as reasonably possible to the Company and shall at his own expense within 30 days after the event or such further time as the Company may allow, deliver to the Company a claim in writing with such detailed particulars and proof as the Company may reasonably require.
- (b) In the case of any claim involving theft or loss the Insured shall report the occurrence to the Police immediately and take all practicable steps to discover the guilty party and to recover the stolen property.
- (c) In respect of any claim for personal injury under any Personal Accident Insurance contained in this Policy all certificates, information and evidence required by the Company shall be furnished at the expense of the Insured, and an injured person as often as required by the Company shall submit to medical examination at the Company's expense. The company shall in the case of death be entitled to have a post-mortem examination of the body.
- (d) The Insured shall immediately advise the Company of any impending prosecution or inquest and send to them every letter, claim, writ, summons and/or process he may receive and shall give all necessary information and assistance to enable the Company to settle or resist any claim or to institute proceedings.

The Insured shall not incur any expenses in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim without such consent.

The Company shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim at its own expense and for its own benefit and shall have full discretion in the conduct of any proceedings and in the settlement of any claim.

The Insured or any claimant under this Policy shall at the request and at the expense of the Company do and concur in doing and permit to be done all such acts and things as may be necessary or reasonably required by the company for the purpose of enforcing any rights and remedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated upon its paying or making good any liability loss or damage under this Policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.

- (e) The Company shall not be liable for any loss or damage after the expiration of 12 months from the happening of such loss or damage unless the claim is the subject of pending court action or arbitration. If the claim be rejected and a court action or suit be not commenced within 3 month after such rejection all benefit under this Policy shall be forfeited.
- (f) The company shall not be liable under more than one Section of this Policy in respect of liability, loss or damage arising from the same happening in respect of the same property or liability, other than in respect of the benefits provided for under the Section headed "Compensation for death of the Insured or Spouse".

## **6. Company's Rights**

The Company may-

- (a) at all reasonable times for the purpose of enquiry or examination by their authorised officials and agents enter into any premises or places to which this insurance applies or if which an accident has occurred and may remain in possession for a reasonable period for the purpose of such enquiry or examination and the Insured shall give all necessary facilities in connection therewith.
- (b) Take possession of or require to be delivered to it any property of the Insured in the buildings or on the premises at the time of the loss or damage.
- (c) Keep possession of any such property and examine, sort, arrange, remove, or otherwise deal with the same
- (d) Sell any such property or dispose of the same for account of whom it may concern

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the Insured that he makes no claim under the Policy, or if any claim is made, until such claim is finally determined

or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured or diminish its rights to rely upon any of the conditions of this Policy in answer to any claims.

If the Insured or person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder all benefits under this Policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

**7. Fraud**

If any claim under this Policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy all benefit thereunder shall be forfeited.

**8. Arbitration**

8.1 All disputes arising between the Company and the Insured and the Claimant as to the amount of any claim under this Policy, the same shall be referred to arbitration in accordance with the statutory provisions of the time being in force in Zimbabwe.

8.2 Either party to the dispute will be entitled to require, by written notice addressed to the other party in which notice particulars of the dispute are set out, that the dispute be submitted to arbitration in terms of this clause.

8.3 The arbitrator will be an independent person appointed by the parties. The arbitrator's award shall be binding and shall be a condition precedent to any right of action against the company.

**9. Average Clause**

If the property insured by this Policy at the time of any loss be collectively of greater value than the Sum Insured thereon then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Every item, if more than one, shall be separately subject to this Condition. Both sections 1 and 2 are separately subject to this condition.

**10. Currency Clause**

All Sums of money mentioned in this Policy are in the currency of Zimbabwe / or any currency as deemed official by the Government of Zimbabwe.

**11. Reasonable Precautions**

The Insured shall exercise all reasonable precautions for the maintenance and safety of the property.

**12. Claims Control**

The Insured shall use all due diligence and shall do or give instructions in doing and shall comply in doing all things reasonably practical to avoid abate or diminish any loss, damage or liability that may arise or that may ordinarily be foreseen to be possible.

**13. Jurisdiction Clause**

Notwithstanding anything contained herein to the contrary it is agreed that the indemnity provided herein shall not apply to:

- (i) Compensation for damages in respect of judgements not in the first instance delivered by or obtained from a court of competent jurisdiction within Zimbabwe.
- (ii) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in Zimbabwe.

**14. Pairs & Sets clause**

Where any item insured consists of articles in a pair set or collection the Company shall not be liable to pay more than the value of any particular part or parts which may be lost or damaged without reference to any special value which such article or articles may have as part of such pair set or collection nor more than a proportionate part of the insured value of the pair set or collection.

**15. Reinstatement Clause**

The Sum Insured under this Policy shall not be reduced by any claim hereunder and the Insured hereby agrees to pay the premium for the amount of the claim pro rata for the period from the date of the payment of a loss to the next expiry date of the Policy.

**16. Breach of conditions Clause**

This Policy or any particular section shall be voidable in the event of the breach of any condition or warranty but only in respect of such section of this Policy or individual item thereof to which such breach may apply and not to the remainder of the property insured nor to the remaining sections of this Policy

**17. Valuation**

In the absence of a valuation lodged with the Company the onus lies on the Insured to submit proof of actual value of any item for which a claim is submitted establishing the value of the item at the date of the loss.

**18. Non-Political Riot, Strike And Malicious Damage**

18.1 The words 'riot' and 'strike' are hereby deleted from General Exception number 1(a).

Subject to the terms, conditions and clauses contained herein the Insurers agree to indemnify the Insured against physical loss of or damage to the property insured directly related to or caused by or arising from one or more of the following *occurrences*:

**(a) Riot and strike**

the act of any person taking part together with others in any disturbance of the public peace (whether in connection with a labour disturbance, strike or lock-out or not) not being an occurrence mentioned in General Exception 1;

- (i) the wilful act of any striker or locked-out worker done in furtherance of a strike or in resistance to a lock-out;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses (i) or (ii) above.

**(b) Malicious Damage**

the malicious act of any person (whether or not such act is committed in the course of a disturbance of the public peace) not being an act amounting to or committed in connection with an occurrence mentioned in General Exception 1 hereof but the Insurers shall not be liable under this extension for any loss or damage by fire or explosion nor for any loss or damage arising out of or in the course of burglary housebreaking theft or larceny or any attempt thereat or caused by any person taking part therein.

**SPECIFIC EXCEPTIONS**

This insurance does not cover

1. Loss of earnings, loss by delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
2. Loss or damage resulting from total or partial cessation of work or the retardation or interruption or cessation of any process or operations.

3. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority
4. Loss or damage occasioned by permanent or temporary dispossession of any building resulting from the unlawful occupation by any person of such building
5. Loss or damage directly caused by or arising from or in consequence of or contributed to by nuclear weapons material.
6. Loss or damage directly caused by or arising from or in consequence of or contributed to by ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel. For the purposes of this Proviso (vi) only combustion shall include any self-sustaining process of nuclear fission.

18.2 The cover provided by this extension is subject to the following **SPECIFIC CONDITION**

1. Cancellation

- (a) This defined event may be cancelled at any time on notice to that effect being given by the Insured but no refund premium will be allowed unless the interest of the Insured in the insured property ceases.
- (b) This defined event may be cancelled by the Insurers at any time on notice to that effect being given through the media and the Insured shall be deemed to have received such notice on the date of publication to be followed by the issue of a formal endorsement refunding a rateable proportion of the premium for the remainder of the period of insurance from the date of cancellation.

Subject to the General and Specific Exceptions and Conditions of the policy except as varied herein.

**GENERAL EXCEPTIONS**

1. This Policy does not cover death or injury or loss or destruction of or damage to any property whatsoever or any loss or expenses whatsoever resulting or arising from or any consequential loss or any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from
  - (a) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, riot, strike, civil commotion, military or popular uprising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege or coup d'etat;
  - (b) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any government de jure or de facto, or any provincial or local authority with force, or by means of fear, terrorism or violence;
  - (c) any act which is calculated or directed to further any political aim, objective or cause or in protest against any government de jure or de facto, or any provincial or local authority;
  - (d) an armed conflict between regions or political or religious or ethnic or tribal factions within Zimbabwe;
  - (e) any attempt to perform any act referred to in the immediately preceding paragraphs;
  - (f) any act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (a), (b), (c), (d) or (e) above;
  - (g) abandonment and/or dispossession of property insured resulting from seizure, confiscation, commandeering, restraint, detention, requisition, appropriation or nationalisation by any lawfully constituted authority or by order of any government de jure or de facto;

- (h) abandonment and/or legal or illegal occupation of premises for a period of more than 48 consecutive hours by any person or group of persons except in the course of labour disturbances, strike or lock-out if insured by this policy;
- (i) any act of terrorism committed by any body or person or any group of persons or by any government de jure or de facto.

Any death, injury, loss, damage or liability happening during the existence of abnormal conditions (Whether physical or otherwise) which are occasioned by or through or in consequence, directly, or indirectly, of any of the said occurrences shall be deemed to be death, injury, loss, damage or liability which is not covered by this insurance, except to the extent that the Insured shall prove that such death, injury, loss, damage or liability happened independently of the existence of such abnormal conditions. In any action, suit or other proceeding where the Company alleges that by reason of the provisions of this Exception any death, injury, loss, damage or liability, is not covered by this insurance, the burden of proving that such death, injury, loss, damage or liability is covered shall be upon the Insured.

- 2. (a) this Policy does not cover:
  - (i) Loss or destruction of or damage to any property whatsoever or any loss expenses whatsoever resulting or arising therefrom or any consequential or loss;
  - (ii) Any legal liability of whatsoever nature;
  - (iii) Any accident or injury of whatsoever nature;

Directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination or radioactivity from any nuclear fuel or from nuclear waste from the combustion of nuclear fuel.

For the purpose of this Exception only combustion shall include any self-sustaining process of nuclear fission.

- (a) The indemnity provided by this Policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
3. This Policy does not cover consequential loss or damage of any kind whatsoever except as specifically provided for under the "Loss of Rent" extension under Section 1 and 2.
  4. This policy excludes property used for business or professional purposes unless specifically agreed and endorsed hereon.
  5. This policy does not cover loss or damage caused by storm tempest or flood under this policy involving loss of or damage to any building or the contents thereof if on the happening of such loss or damage the building was in the course of erection or incomplete or in a damaged defective fallen or displaced condition as regards foundations, walls ceilings, gutterings, roofs, doors, windows or roof lights.
  6. This policy does not cover loss or damage caused by wear and tear, the process of cleaning, repairing or restoring altering or dyeing any article, action of light or atmospheric conditions, moth, vermin or any other gradually operating cause.
  7. This policy does not cover inherent vice or defect or faulty design materials or workmanship.
  8. Loss or damage due to theft or attempted theft by any relative of the Insured or loss or damage occasioned through the willful act of the Insured or any relative or the willful act of any other person with the connivance of the Insured or any relative or member of the same household.

## SECTION 1

### HOUSEOWNERS

On the building(s) of the Private Dwelling House(s) specified in the Schedule herein and of the Domestic Offices, stables, Swimming Pools including pumps, motors and filters, Boreholes including pumps and motors, Tennis Courts including floodlights, Sauna Baths, Television and Radio Aerials, Satellite dishes, Garages, Sheds and Outbuildings on the premises and used in connection therewith including Landlords Fixtures and Fittings therein and thereon and walls, gates and fences (other than hedges) around and pertaining to the same premises all the property of the Insured or for which they are responsible.

### THE COVER

The company will indemnify the Insured by payment or at its option by reinstatement or repair in respect of loss or damage to the Buildings described in Section 1 of the Schedule of this Policy caused by any of the Insured Perils as hereafter provided.

### THE INSURED PERILS

- 1) Fire, Lightning, Thunderbolt, Subterranean Fire, Explosion.
- 2) Non-Political Riot Strike and Malicious Damage (As defined in General Condition 18)
- 3) Storm, Tempest, Flood excluding loss or damage caused by subsidence or Landslip
- 4) Earthquake excluding any loss or damage (other than loss or damage by fire) arising directly or indirectly from any mining operations.
- 5) Aircraft and other aerial devices or articles dropped therefrom.
- 6) Bursting or overflowing of water tanks, apparatus or pipes but excluding damage to the installation itself.
- 7) Impact by road vehicles, railway rolling stock and animals.
- 8) Theft, or any attempt thereat, of Landlord's Fixtures or Fittings in or on the Buildings but excluding theft whilst the Building is lent, let or sub-let in whole or in part (other than paying guests, boarders or lodgers not exceeding three in all) unless such theft is accompanied by actual forcible and violent breaking into or out of such building.
- 9) Accidental Falling trees or branches
- 10) Breakage or collapse of Television or Radio Aerials, Satellite dishes, aerial fittings, masts, towers, solar heating panels
- 11) Accidental escape of water or oil from any fixed domestic water or heating installation or any washing machine but excluding damage to the installation itself.

**PROVIDED THAT** the total liability of the Company in respect of loss or damage by all or any of the above perils during any one period of insurance shall not exceed the amount stated against each item respectively or in the aggregate the Total Sum Insured shown in section 1 of the Schedule of this Policy.

### EXTENSIONS TO THE COVER

The Company will also indemnify the Insured in respect of:

#### **A – ACCIDENTAL BREAKAGE OF GLASS AND SANITARY FIXTURES** (Fixed to and forming part of the Buildings.

- (1) Accidental Breakage of glass in windows, doors fanlights and skylights.
- (2) Accidental Breakage of fixed wash basins, pedestals, sinks, lavatory pans, splashback and cisterns

#### **B – ACCIDENTAL DAMAGE TO PUBLIC SUPPLY OR MAINS CONNECTIONS**

Accidental damage to water, sewerage, gas, electricity and telephone connections, the property of the Insured or for which he is legally responsible between the buildings and the public supply or mains supplying the buildings specified in the schedule.

#### **C – FEES INCURRED FOLLOWING DAMAGE BY AN INSURED PERIL**

##### **1. ARCHITECTS' QUANTITY SURVEYORS' AND CONSULTING ENGINEERS' FEES**

The insurance on the building(s) described in the Specification is declared to include Architects' Quantity Surveyors' and Consulting Engineers' Fees (for estimates, plans, specifications, quantities, tenders and supervision) necessary and actually incurred in the reinstatement or replacement of the said building(s) following destruction or damage by any Contingency

hereby insured against, except insofar as the Company elect to reinstate wholly or in part any property so damaged or destroyed, but in no case exceeding 10 per cent of the loss paid under the appropriate item of this Section of the Policy in respect of such destruction or damage. It is understood and agreed that the amount payable in respect of such fees shall not include expenses incurred in connection with the Insured's claim.

## 2. MUNICIPAL PLANS SCRUTINY FEE

The insurance on the building(s) described in the Specification is declared to include Municipal Plans Scrutiny Fee, provided that the total amount recoverable under any item of this Section of the Policy shall not exceed the sum insured thereby.

## 3. COST OF DEMOLITION SITE CLEARING AND ERECTION OF HOARDINGS

The insurance by this Section of the Policy is extended to include costs, necessarily incurred by the Insured, in respect of the demolition of Buildings and/or the removal of debris from the site, and in providing erecting and maintaining any street or pavement hoarding required during demolition site clearing and/or building operations following destruction of or damage to the property insured by any Contingency hereby insured against, provided that the total amount recoverable under any item of this Section of the Policy shall not exceed the sum insured thereby.

## 4. FIRE BRIGADE CHARGES

The insurance by this Section of the Policy is extended to include costs necessarily incurred in respect of the cost of refilling fire extinguishers or the charge for water to the owner or occupier of the Buildings(s) levied by Municipal or Local Authorities for the extinguishment of fire, provided that the total amount recoverable under any item of this section of the Policy shall not exceed the Sum Insured thereby.

## D – LOSS OF RENT

Loss of rent in respect of the premises and/or cost of alternative accommodation due to loss or damage by any of the perils described in the basic cover rendering the premises uninhabitable but only for the necessary reinstatement period and for an amount not exceeding 20% of the sum insured. The basis of calculation will be the monthly rental value of the insured premises unfurnished.

## E – PROPERTY OWNERS LIABILITY

All sums which the Insured as owner of the Building shall become legally liable to pay as compensation or claimants costs and expenses and all costs and expenses incurred with written consent of the company in respect of accidental:

- (i) bodily injury to any person (whether fatal or non-fatal)
- (ii) loss or damage to property

The liability of the Company for compensation hereunder (other than for costs and expenses) shall not exceed **\$10,000** (Ten Thousand Dollars) in the aggregate for all claims in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause.

The Company shall not be liable in respect of:

- a) bodily injury to any member of the Insured's family normally residing with the Insured,
- b) bodily injury to any person employed by the Insured where such bodily injury arises out of and in the course of the employment of such person by the Insured.
- c) Loss of or damage to property belonging to or held in trust by or the custody or control of the Insured or any member of the Insured's family normally residing with the Insured,
- d) Bodily injury loss or damage caused directly or indirectly by or through or in connection with any mechanically propelled vehicles (other than a pedestrian controlled garden implement which is unlicensed for road use and for which no certificate of Insurance is required) or aircraft or watercraft or trailer or caravan.
- e) Liability attaching to the Insured by reason of an express term of any contract unless such liability would have attached to the Insured notwithstanding such term,
- f) Liability arising directly or indirectly out of the carrying on of any trade business or profession.
- g) The carrying out of alterations additions repairs or decorations to the premises mentioned in the schedule unless carried out by the Insured personally or by members of the Insured's family or domestic employees or by casual labour employed by the Insured for whose acts the Insured is legally responsible.



## **THE BASIS OF A CLAIM SETTLEMENT**

### **(1) REINSTATEMENT VALUE CONDITIONS**

It is declared and agreed that in the event of the property insured being destroyed or damaged, the basis upon which the amount payable under (each of the said items of) the policy is to be calculated, shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the insured property when new, subject to the following Special Provisions and subject also to the terms and conditions of the policy except insofar as the same may be varied hereby.

### **SPECIAL PROVISIONS**

- (a) The work of replacement or reinstatement (which may be carried out upon another site and in any manner suitable to the requirements of the Insured subject to the liability of the Company not being thereby increased) must be commenced and carried out with reasonable dispatch and in any case must be completed within 12 months after the destruction or damage, or within such further time as the Company may (during 12 months) in writing allow; otherwise no payment beyond the amount which would have been payable under the policy if this memorandum had not been incorporated therein shall be made.
- (b) Until expenditure has been incurred by the Insured in replacing or reinstating the property destroyed or damaged the company shall not be liable for any payment in excess of the amount which would have been payable under the policy if this memorandum had not been incorporated therein.
- (c) If at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement if the whole of the property covered had been destroyed, exceeds the sum insured thereon at the breaking out of any fire or at the commencement of any destruction of or damage to such property by any other peril insured against by this policy, then the Insured shall be considered as being his own insurer for the excess and shall bear a rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this memorandum applies shall be separately subject to this provision.
- (d) This memorandum shall be without force or effect if:
  - (i) the Insured fails to intimate to the Company within six months from the date of destruction or damage or such further time as the Company may in writing allow, his intention to replace or reinstate the property destroyed or damaged.
  - (ii) The insured is unable or unwilling to replace or reinstate the property destroyed or damaged on the same or another site.

### **2. CONDITION OF AVERAGE**

If the buildings at the time of any loss or damage are collectively of greater value than the Sum Insured thereon the Insured shall be considered as his own insurer for the difference and shall bear a rateable proportion of the cost accordingly. Each item if more than one shall be separately subject to this condition.

### **3. UNOCCUPANCY ENDORSEMENT**

1. The Insured shall be responsible for the first \$500 (Five Hundred dollars) or any less expenditure which may be incurred for any loss or damage occurring whilst the building described in the Schedule is unoccupied.
2. All theft cover provided in respect of buildings is suspended whilst the dwelling described in the Schedule is unoccupied. It is understood that occupation of any domestic outbuildings on the property shall not be deemed to constitute occupation of the buildings insured. This condition shall not, however, be applicable if the occupier of the building is, at the time of the loss or damage, away from the dwelling on holiday, military commitment or other short term business of less than 40 days duration and the dwelling is still his place of residence.

### **4. AUTOMATIC INFLATION MARGIN**

The sum insured will be increased automatically on each renewal date by an amount which approximates to official estimates of the increase in the cost of labour and materials in the building industry for the ensuing year. This does not relieve the Insured of the responsibility to ensure that the sum insured represents the full value of the property at all times.

**5. TENANTS**

Should a tenant of the Insured do or omit to do without the knowledge or consent of the Insured anything which would vitiate the within policy exceptions conditions and/or warranties this section will not be held to be void on that account provided that the Insured shall notify the Insurers of the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates for the time such increased hazard may be or shall have been assumed by the Insurers during the continuance of this insurance.

**6. CAPITAL ADDITIONS**

The Insurance hereby extends to cover alterations, additions and improvements (but not appreciation in value in excess of the Sums Insured) to property specified herein for an amount not exceeding 15% of the Sum Insured it being understood that the Insured undertake to advise the Company of such alterations, additions and improvements and to pay the appropriate additional premium thereon upon completion of the alterations, additions and improvements.

## SECTION 2

### HOUSE CONTENTS

If any of the contents defined herein shall be destroyed by any of the undermentioned Perils the Company will pay to the Insured the value of the property at the time of the happening of its destruction or the amount of such damage or at its option may repair, reinstate or replace such property or any part thereof. The company will also indemnify the Insured as stated in the Extensions hereof.

#### INSURED PERILS

1. Fire, Lightning, thunderbolt, Subterranean fire, Explosion.
2. Riot civil commotion, Strike, Lock-outs, Labour disputes or Malicious Persons
3. Storm, tempest, Flood excluding any loss or damage by Subsidence or Landslip provided that building(s) containing insured contents in respect of which claim is made is so damaged by an insured peril as to admit water into the interior of the building.
4. Earthquake, excluding any loss or damage (other than loss or damage by fire) arising directly or indirectly from any mining operations.
5. Aircraft and/or Aerial Devices or Articles dropped therefrom.
6. Bursting or Overflowing of Water Tanks, Apparatus or Pipes (excluding damage to the installation itself unless such damage is caused by one of the other perils).
7. Impact with any of the contents by any road Vehicles, railway rolling stock and animals
8. Theft or any attempt thereat but excluding –
  - (a) theft whilst the building(s) mentioned in the Specification or any part thereof are lent, let or sub-let by the Insured unless such theft is accompanied by actual forcible and violent breaking into or out of the buildings mentioned in the specification.
  - (b) Theft from any private garage or any outbuilding not directly communicating with the private residence mentioned in the Specification unless such theft is accompanied by actual forcible and violent breaking into or out of the buildings mentioned in the Specification.
9. Accidental Falling Trees and branches
10. If and so far as the Contents specified are not otherwise insured, this Section of the Policy extends subject to its terms, exceptions and conditions to cover them whilst removed but remaining within the limits of the Republic of South Africa, Zimbabwe, Malawi, Botswana, Swaziland, Zambia, Mozambique and Lesotho.
  - (i) Against all the Insured Perils except theft or any attempt thereat unless accompanied by actual forcible and violent entry or exit from the premises whilst –
    - (a) In any Private Residence, Hotel, Inn, Boarding House, Club, Nursing Home., Hospital, School or University residence in which the Insured or any members of his household may be temporarily residing at the time of the loss or damage;
    - (b) Deposited for safe custody in any Hotel, Inn Boarding House, Club (other than lock-up premises), Bank, Safe or Furniture Depository, If Notice be not given to the Company of the removal to the furniture Depository within seven days thereof, the cover given by this insurance in respect of the Contents so removed is limited to fifteen per cent of the amount insured by this insurance on the Contents of the said premises.
    - (c) Temporarily in occupied Private Residence.
  - (ii) Against the risks of Fire, Lightning, Explosion and Theft accompanied by actual forcible and violent entry or exit whilst
    - (a) in any Laundry or other Trade Premises for the purpose of making up, renovating, repair, cleaning or dyeing;
    - (b) in any Office, Business or Trade Premises where the Insured or any of the Insured's family normally residing with the Insured is employed.
  - (iii) Against the risks of Fire, Lightning, collision, overturning and explosion whilst in transit or temporarily elsewhere than the situations mentioned in Extension (i) and (ii) above of the conveying vehicle.
  - (iv) Against the risk of Theft during the process of removal consequent upon permanent change of residence or in transit to and from any Bank, Safe Deposit or Furniture Depository. Loss by theft from any unattended vehicle is not covered.

## **EXTENSIONS**

### **1. LOSS OF MONEY**

Loss of money not exceeding **\$500** (Five Hundred Dollars) in all contained only in the Private Residence mentioned in the schedule by any of the insured perils but excluding loss by Theft unless such Theft is accompanied by actual forcible and violent breaking into or out of the Private Residence mentioned in the Specification.

### **2. GLASS**

The Company will pay for or make good to the Insured any breakages of the following:-

- (a) Fixed Glass – internal and external – forming part of the Insured private residence specified in the specification including glass forming part of verandas, conservatories, greenhouses or domestic outbuildings.
- (b) Fixed Washbasins and Pedestals, Lavatory Pans and Cisterns, Sinks and Splashbacks in the same premises
- (c) Glass forming part of China Cabinets or of other furniture (including glass tops, fixed or unfixed) in the same premises.

### **PROVIDED THAT –**

- (a) “breakage” shall mean only “fracture extending through the entire thickness of the glass” and not solely “disfiguration”
- (b) such glass is not otherwise insured.

### **3. LOSS OF OR DAMAGE TO BUILDINGS AND LANDLORD’S FIXTURES AND FITTINGS**

Against loss or damage to the Buildings mentioned in the specification and/or Landlord’s Fixtures and Fittings therein for which the Insured is legally responsible as tenant and not as owner (but only if the Private Residence mentioned in the Specification be furnished and occupied) directly caused by Storm or Tempest (but excluding loss or damage caused by Flood, Subsidence or Landslip), Bursting or Overflowing of Water Tanks, Apparatus or Pipes, Housebreaking or any attempt thereat provided however that this Indemnity shall not exceed in the aggregate 10 percent of the Total Sum Insured as stated in the Specification.

### **4. ACCIDENTAL DAMAGE TO UNDERGROUND PIPES**

Against all sums for which the Insured may be held legally liable as tenant and not as owner for accidental damage to underground water and sewerage pipes, gas pipes, electricity and telephone cables extending from the building(s) mentioned in the specification to the public mains.

### **5. LOSS OF RENT**

Against loss actually incurred by the Insured in respect of Rent in consequence of the Private Residence mentioned in the Specification being so damaged by any of the Perils specified as to be rendered uninhabitable and reasonable additional expense necessarily incurred by the Insured at an Hotel or Boarding House, but only in respect of the period necessary for reinstatement. The indemnity under this Extension shall not exceed 20 per cent of the total Sum as stated in the Specification.

### **6. MEDICAL EXPENSES**

Against Medical Expenses not exceeding **\$1,000** (One Thousand Dollars) per person (but only in so far as such expenses are not otherwise insured) incurred as a result of accidental bodily injury sustained:-

- (a) by any person (not being the Insured or a member of the Insured’s family or household or in the Insured’s service) directly caused by any domestic animal owned by the Insured and kept in or on the said premises;
- (b) by any guest or visitor of the Insured, directly caused by any defect in the said premises;
- (c) by any domestic worker of the Insured, arising out of and in the course of employment of such worker.

## 7. LIABILITY TO THE PUBLIC

This Extension includes, subject to the terms, exceptions and conditions contained herein, to indemnify the Insured and any member of the Insured's family permanently residing with him in their private capacity against liability at law for compensation and claimant's costs and expenses in respect of-

- (a) Accidental Bodily injury (fatal or non-fatal) to any person;
- (b) Accidental Loss or Damage to Property.

The company shall not be liable for:-

1. Liability in respect of accidental injury to any person under a contract of service or apprenticeship with the Insured where the injury arises out of and in the course of such person's employment with the Insured.
2. Liability in respect of injury to or damage to the property of any member of the same household as the Insured or if the Insured is a company registered with limited liability members of the household of any Director or shareholder.
3. Liability in respect of damage to property belonging to or in the custody or control of the Insured or any other person indemnified by this Section of the Policy.
4. Liability in respect of Cycles (other than manually propelled cycles used for social domestic or pleasure use) or animals (other than dogs or cats attached to the household).
5. Liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
6. Liability incidental to the carrying out of alterations, additions, repairs or decorations at the premises mentioned in the Specification of this section of the Policy unless carried out by the Insured personally or by members of his family or domestic workers or by casual labour employed by the Insured in his private capacity for whose acts he is legally responsible.
7. Liability in respect of accidental injury or damage caused directly or indirectly by aircraft, vehicles motor or sailing boats or vessels, the pursuit or exercise of any trade calling business or profession, wilful or malicious acts.

The Liability of the Company for all compensation payable in respect of or arising out of all occurrences of a series consequent on or attributable to one source or original cause shall not exceed the sum of **US\$500** nor shall the company's liability hereunder exceed **US\$10 000** in any one year of insurance.

In respect of a claim for compensation to which the Indemnity expressed in the Extension applies the Company will also indemnify the Insured against:-

- (a) all costs and expenses of litigation recovered by any claimant from the Insured;
- (b) all costs and expenses of litigation incurred with the written consent of the Company.

## 8. COMPENSATION FOR DEATH OF INSURED OR SPOUSE

In the event of fatal injury to the Insured or to the Insured's Spouse occurring in or on the said premises mentioned in the Specification occasioned by outward and visible means caused by:-

- (a) the result of an outbreak of fire in the Insured's private residence or
- (b) thieves who are attempting to steal from the Insured's private residence or
- (c) the result of an electric shock from defective electrical equipment in the Insured's private residence or
- (d) the result of an accident whilst the Insured, being under the age of 65 years is painting, renovating or repairing his private residence.

The Company will, provided death occurs within 12 calendar months of the occurrence, pay to the Insured or to his Estate the sum of **\$10,000**. But where more than one person insured under this Section of the Policy is killed, a proportional amount will be paid in respect of each.

## 9. COMMON LAW LIABILITY TO DOMESTIC WORKERS

Against all sums for which the Insured may be held legally liable at Common Law (including legal 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 Section of the Policy) in respect of bodily injury to any domestic workers employed by him in his capacity as Householder provided that the

injury results solely and directly from an accident arising out of an in the course of the worker's employment by the Insured.

In no case, however, shall the Company's liability exceed the sum of **US\$5,000** (Five Thousand Dollars) for any one accident or series of accidents arising out of any one event of occurrence, nor shall the Company's liability hereunder exceed **US\$ 10,000** (Ten Thousand Dollars) in any one year of insurance.

**10. GUESTS'PERSONAL EFFECTS**

The sum Insured in terms of this Section of the Policy is deemed to include **US\$500** (Five Hundred Dollars) in respect of personal effects excluding money belonging to visitors or guests staying with the Insured in the Insured's private residence, provided such personal effects are not otherwise insured.

N.B. – This inclusion shall not prejudice the Insured in terms of General Condition 9 (Average).

**11. DOMESTIC WORKERS PROPERTY**

Against loss or damage by any of the Perils of this Section of the Policy to clothing and personal effects (excluding Money) the property of domestic workers normally residing on the premises not exceeding **US\$1,000** (One Thousand Dollars) in value, unless specifically insured.

**12. GARDEN TOOLS/IMPLEMENTS**

Against loss of or damage to Garden tools or implements resulting from theft or any attempt thereat provided these are in a locked garage/storeroom at the situation of the private residence up to a maximum of **US\$2,000**(Two Thousand Dollars).

**13. DEEP FREEZE**

Against spoilage of the contents of any Deep freeze or Refrigerator at the private residence following accidental failure of the public electricity supply up to an amount not exceeding **US\$1,000** (One Thousand Dollars).

**14. WASHING LINES**

Against theft or any attempt thereat of articles from Washing Lines up to an amount not exceeding **US\$500** (Five Hundred Dollars).

**15. TELEVISION AND RADIO AERIALS**

Against accidental collapse of Television/Radio Aerials, and satellite dishes and accidental damage (other than mechanical or electrical breakdown) to Television Sets, VCR's, DVD'S,Decoders. (Home Theatres)

**16. GOLFERS HOLE-IN-ONE**

If the Insured or any member of his family scores a hole-in-one during a game constituted in terms of the rules of golf, at any golf club affiliated to a provincial golf union, the Company will pay to the Insured the sum of **US\$500** (Five Hundred Dollars) on confirmation in writing of the hole-in-one by the secretary of the Club concerned.

**17. SECURITY GUARD**

The Company will meet the cost reasonably incurred of employing a watchman from a recognised security firm up to a maximum amount of **US\$ 500** (Five Hundred Dollars) following an event giving rise to a claim.

**18. STAMP COLLECTIONS**

- (i) Loss or damage as a result of work on the property insured is excluded,
- (ii) No one stamp block or cover is deemed to be of greater value than five per cent of the total sum insured on such stamp collection, unless separately specified,
- (iii) The liability of the company shall not exceed two thirds of the value printed in the current Stanley Gibbons Catalogue of any stamp or stamps lost or damaged.

**19.** Locks and Keys – limit US \$500 (Five Hundred Dollars)

**20. COIN COLLECTIONS**

In the event of a complete coin collection being insured for an overall sum insured the Company shall only be liable for two thirds of the value of each coin as listed in the official catalogue of the country of origin.

**SPECIFIC EXCEPTIONS**

1. This Section of the Policy does not cover Property more specifically insured or unless specially mentioned, Deeds, Bonds, Bills of Exchange, Promissory Notes, Money, Cheques, Securities for Money, Stamps, Documents of any kind Manuscripts, Medals and Coins, Motor Vehicles and Accessories in or on such Vehicles, or Livestock.
2. The total value of platinum, gold and silver articles, jewellery, furs, medals, collectors items pictures or other works of art shall be deemed not to exceed 25% of the total sum Insured on the said Contents unless specially agreed herein.
3. In the event of the said Private Residence being left without an inhabitant therein for more than forty days whether consecutively or not in any one period of insurance the insurance against loss or damage by theft or any attempt thereat shall as regards loss or damage to the contents of the said Private Residence, Domestic Offices, Garages and Outbuildings, be entirely suspended in respect of any period or periods during which the said Private Residence may be uninhabited in excess of the aforesaid forty days unless otherwise agreed by Endorsement. Occupation of domestic outbuildings on the property shall not be deemed to constitute occupation or habitation of the private dwelling.

**DEFINITION**

Contents as referred to in the Specification of this section of the Policy shall mean household goods and personal effects of every description the property of the Insured or for which he is responsible or of any member of the Insured's family normally residing with the Insured, and Fixtures and Fittings the Insured's own or for which the Insured is legally responsible (not being Landlord's Fixtures and fittings) in the Building of the Insured's Private Residence constructed of Brick, Stone or Concrete, with Slate, Tile, Concrete, Asbestos or Metal Roofs, except as specially mentioned, and including the Domestic Offices, Garages and Outbuildings on the same premises and used in connection therewith.

**BASIS OF SETTLEMENT**

In the event of total loss or destruction of Furniture, Carpets, Household Appliances, Household appliances, Electrical or electronic appliances or apparatus and equipment, not more than 5 years old caused by any of the perils referred to, to the basis of settlement will be on the current costs of new equivalent items, other property being insured on an indemnity basis represented by current replacement value less depreciation for wear and tear age and usage.

## **SECTION 3**

### **ALL RISKS**

The Company agrees (subject to the General and Specific Conditions relating hereto) that if the Property or any part thereof described in the Specification belonging to the Insured or for which the insured is responsible shall be lost or damaged as the result of any accident or misfortune, howsoever or wheresoever arising except as hereinafter mentioned, then the Company will pay or make good to the Insured such loss to the extent of the intrinsic value of the property so lost or such damage to the amount so sustained provided that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the Schedule to be insured thereon or in the whole the total sum insured hereby.

### **SPECIFIC CONDITIONS**

#### **1. CONTACT LENSES CLAUSE**

The insurance provided by this Section of the Policy as far as contact lenses are concerned shall not extend to cover any loss occurring whilst the Insured is bathing or performing ablutions.

#### **2. MISCELLANEOUS JEWELLERY AND EFFECTS**

Where there is an item of miscellaneous jewellery and personal effects in the Schedule of property insured, a limit of **US\$500** (Five Hundred and Fifty Dollars) on any one article shall apply.

#### **3. AVERAGE**

Notwithstanding General Condition 9 of the Policy, should the Schedule of Property insured under this Section include an item specified as Wearing Apparel etc. (as defined in the Specification) and any such property be lost or damaged elsewhere than at the Insured's Private Dwelling House or Flat, then for the purpose of applying Average, no account shall be taken of the amount of the Insured's property at the same Private Dwelling House or Flat at the time of the said loss or damage.

#### **4. GUN CLAUSE**

This insurance does not cover loss or damage to any insured firearm(s) caused by rusting, bursting or derangement.

#### **5. JEWELLERY INSPECTION**

All items of jewellery insured to the value of **US\$1 000** (One Thousand Dollars) or more must be examined by a competent Jeweller at least once every two years and re-set when necessary.

6. In regards to pedal cycles it is warranted that when left unattended in a public place theft of such pedal cycle is excluded unless securely locked.

### **SPECIFIC EXCLUSIONS**

- (a) Cracking denting or scratching of articles of a brittle or fragile nature unless such damage is caused by fire or theft or by accident to a conveying vehicle.
- (b) Loss or damage to Sports Equipment whilst in actual use.
- (c) Electrical electronic or mechanical derangement
- (d) Theft or disappearance of the insured property from a motor vehicle when left unattended, unless such theft or disappearance is accompanied by visible forcible and violent entry into the vehicle. It is declared and agreed that the Insured shall bear the first **US\$200** (Two Hundred Dollars) of any amount payable in respect of theft or disappearance from such vehicle.
- (e) Confiscation or detention by customs or damage as a result of any process of law



- (f) In respect of musical instruments no claim shall attach hereto for loss or damage caused by Climatic and/or Atmospheric conditions and/or extremes of temperature unless such claim would be recoverable under an ordinary Policy of Fire Insurance.

No claim shall attach hereto for breakages of strings, reeds and/or drumheads whilst in the course of play.

- (g) Damage to Pedal cycle tyres.
- (h) Loss or damage by theft of Car Radios and/or tape, compact disc and/or disc players installed in a motor vehicle unless following forcible violent and visible means of entry into the motor vehicle. It is declared and agreed that the Insured shall bear 10% of any amount payable subject to a minimum of **US\$100**.
- (i) The cracking or chipping of precious stones.
- (j) Damage to watches by overwinding
- (k) Accidental damage to laptops, palmtops, notebooks and digital diaries over 2 years old.
- (l) Loss or damage caused by any process of cleaning dying or renovating

**SECTION 4**  
**PERSONAL ACCIDENT**

**THE COVER**

The Company will pay to the Insured (or in the event of his death to his legal representatives) for the benefit of the person named in Section 4 of the Schedule of this Policy (hereinafter referred to as 'the Insured Person') or his/her estate the compensation stated against the name of such Insured Person in the Schedule if such Insured Person shall sustain any bodily injury caused solely by violent accidental external and visible means which injury shall independently of any other cause result in death or disablement as hereafter provided:

**SPECIFIC EXCLUSIONS APPLICABLE TO THIS SECTION OF THE POLICY**

The Company shall not be liable to make any payment in respect of an injury sustained by an Insured Person:

- (i) whilst in or on or entering into descending from any aircraft other than a fully licensed passenger carrying aircraft in which the Insured Person is travelling as a passenger other than as a member of the crew and not for the purpose of undertaking any trade or technical operations therein or thereon.
- (ii) Whilst participating in strikes , civil commotion or riots of any kind,
- (iii) Whilst engaged in or taking part in naval military air force or police duty or operations,
- (iv) Whilst engaged in or taking part in winter sports polo rugby football hockey ice-hockey hunting mountaineering motor cycling (whether as driver or passenger) or racing of any kind other than on foot.
- (v) Whilst engaged in or taking part in any hazardous or perilous adventure pastime or pursuit,
- (vi) Who is under sixteen years or over Sixty Five years of age,
- (vii) Whilst under the influence of intoxicating liquor or drugs.

Further the Company shall not be Liable for claims arising from;

- a) suicide or any attempt thereat or intentional self injury,
- b) pregnancy and/or child birth,
- c) venereal disease or insanity;
- d) any pre-existing physical defect or infirmity.

**THE BENEFITS**

<b>In respect of:</b>	<b>The Compensation Payable</b>
1) <b>DEATH</b> occurring within 12 calendar months of the happening of the event.	The amount of the Death Benefit stated in the Schedule
2) <b>PERMANENT DISABLEMENT</b> (as set out below) resulting within 12 calendar months of the happening of the event	The compensation shall be the Percentage of the maximum benefit payable set out below.

<b>Description of Disablement</b>	<b>Percentage of Maximum benefit payable</b>
(i) Complete and irrecoverable loss of sight in One or both eyes or loss of one or both hands Or one or both feet	100%

(ii)	Injuries resulting in permanent total disablement or total paralysis or in being permanently bedridden .....	100%
(iii)	Loss of four fingers and thumb of one hand.....	50%
(iv)	Loss of four fingers of one hand.....	40%
(v)	Loss of thumb both phalanges.....	25%
	- one phalanx.....	10%
(vi)	Loss of Finger -	
	-three phalanges.....	10%
	-two phalanges	8%
	-one phalanx	4%
(vii)	Loss of toes	25%
	-all on one foot	
	-great both phalanges.....	5%
	-great one phalanx.....	2%
	-other than great if more than one toe lost each	1%
(viii)	Loss of hearing	
	-both ears.....	50%
	-one ear.....	10%

The total and permanent loss of use of a member shall be regarded as the loss of the member .

Where the injury is not specified above the Company will adopt a percentage of disablement which in its opinion is not inconsistent with the provisions of the foregoing table.

The maximum liability of the Company for Permanent Disablement shall not exceed 100% of the maximum benefit payable stated in the schedule.

3) **TEMPORARY TOTAL DISABLEMENT** from engaging in or attending to the usual occupation of the Insured Person or if the Insured Person is not gainfully employed resulting in confinement to residence on the order of a qualified medical practitioner, the benefit stated in the schedule for up to 104 weeks.

4) **MEDICAL EXPENSES** being Qualified and Registered Physician's and Surgeon's Fees Masseurs and X-Ray Fees and cost of medicines dressings and surgical appliances only when prescribed by such Physicians and/or Surgeons Hospital Nursing Home Theatre and Ambulance charges up to the amount stated in schedule

**COMPENSATION SHALL NOT BE PAYABLE:**

(a) in respect of any one Insured Person for any one accident or more than one accident for more than the highest amount payable to such Insured Person in respect of any one of paras 1 to 3 inclusive, set out above.

(b) Under para 3 for any period in excess of 104 weeks from the commencement of disablement,

(c) In respect of any one Insured Person arising out of any one accident under more than one of paragraph 1 and 2 Provided that where Compensation has been paid or is payable under para 3 in connection with the same accident such Compensation shall be deducted from any Compensation payable under para 1 and 2.

(d) In respect of any one Insured Person arising out of any one accident until the total amount has been agreed.

**EXTENSIONS TO THE COVER**

**EXPOSURE AND DISAPPEARANCE**

This Section on the Policy extends subject to its terms limitations and conditions to cover claims arising out of death or bodily injury caused by exposure to the elements of weather as a result of an insured accident.