

Car and Household Insurance



Hollard.
namibia

Contents

This document sets out the terms, conditions and what we do not cover for the following sections of insurance. Check your SCHEDULE now to ensure you understand it and that you have the cover you need.

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GETTING STARTED

Your policy is made up of the application for insurance, this policy wording, the LIMIT SECTION and the SCHEDULE. It also include any later changes to the policy as well as correspondence between you and us. You need to read the documents together to understand the cover and your obligations.

Understanding your policy

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Key terms to understand

| | |
|----------------------|---|
| Schedule | It shows what is insured, limits, excesses, premium and cover(s) |
| Claim | When you ask us to compensate you for loss or damage |
| Insured event | When something happens that you can claim for |
| Excess | The amount that you must pay when you have a valid claim |
| Renewal | The anniversary date of the policy which is every 12 months from the start date of the policy, unless the SCHEDULE states otherwise. Also known as anniversary of policy. |

Why the schedule is so important

A SCHEDULE is issued at the start of your policy, when changes are made and on renewal of the policy. It will show (amongst other things):

- what is insured;
- the covers you have chosen;
- premiums and fees;
- what excesses you must pay (where not shown in other documents);
- the limits and sums insured (where not shown in other documents).

All payout amounts, sums insured and premium stated in the SCHEDULE include VAT and are in Namibian dollars.

Take some time now to acquaint yourself with the SCHEDULE. If you spot any errors, please tell your broker right away.

How to contact us

You may contact Hollard or give instructions, or tell us of any potential fraud:

- Write to Hollard: P.O. Box 5077, Ausspannplatz, Windhoek, Namibia
- Visit Hollard: Cnr. Jan Jonker and Thorer streets, Windhoek, Namibia
- Call Hollard: +264 61 422 300
- Fax Hollard: +264 61 422 349
- Website: www.hollard.com.na



Understanding all the legal stuff

This is a legal contract

The policy is a legal contract between you and us. We will insure you for insured events which occur during the period of insurance. It is important that you understand what you are covered for and that you read all policy documentation.

Making things as clear as possible

We have tried to make the policy wording as easy as possible to understand. Any word that has been formally defined – for example, “claim” or “insured event” – shall have that meaning wherever it appears.

All the headings that you see are merely to help you find information quickly. Please remember that they are merely summaries and that you must read the detail underneath each heading. The policy wording and SCHEDULE will always be the final authority in the event of any dispute around meaning or interpretation.

Why all the terms and conditions?

Terms and conditions are the rules you have to comply with in order for the policy or a claim to be valid – for example, paying your premiums on time, or letting us know if you have moved to a new address.

Some conditions are so strict that they are actually warranties on your part – for example, that you have an alarm system connected to 24 hour security.

Make sure you understand what you are covered for as well as all terms and conditions. If you don't comply with these, it may result in us refusing to pay a claim.

This is YOUR policy

Only you as the policyholder have rights under this policy – even where we have defined “you” to include other persons.

Insurable interest

You can only insure items in which you have an insurable interest – i.e. items which, if lost or damaged, cause you to be financially worse off.

Example

You have an insurable interest in your own vehicle, because if it is stolen or damaged, it results in a financial loss to you. However, damage to your neighbour's vehicle does not leave you financially worse off; so you have no insurable interest in it, and therefore cannot insure or claim for it.

Your responsibilities as the policyholder

Give us accurate information

You must make sure that you give us accurate information about yourself, your property and your risk profile. This will include information about your financial situation, such as insolvency. You must also give true and accurate information regarding any claim you may submit. Incomplete or incorrect information could affect the validity of your policy or claim, and may result in us voiding your policy. The same applies to any other person insured under this policy.

Tell us of any material changes

You must tell us or your broker immediately of any material changes. A material change is one that could affect your risk profile.

Example

If the regular driver of the vehicle changes, a move to a new address, if you build a lapa with thatch roof on the domestic premises or if you are taking up a dangerous sport like hang-gliding.

Be aware of how we use this information

Please note that the information you give us will be stored on databases and shared with other parties in the insurance industry in order to gather industry statistics, improve the quality of risk assessment and combat fraudulent claims. It is important to understand that this information will remain at the disposal of these parties, even after your policy with us ends.

Maintain your property and prevent / minimise loss or damage

You must take all reasonable steps before and after any event to prevent loss or damage to your insured property or we might not compensate you for any loss or damage.

Examples

If your vehicle is damaged in an accident, you have a responsibility to arrange for your vehicle to be taken to a place where it is safe and secure. If a pipe bursts in your home you must ensure that the water supply is turned off immediately and that you remove all items from the water.

Tell us if you wish to cancel the policy

You may cancel the policy at any time by requesting us or your broker to do so. If your policy is an annual one, we have the right to keep a portion of any premiums refundable to you.

Pay your premiums

Your premiums – whether paid monthly or annually – must reach us on time. All premiums are payable in advance.

Monthly premiums

You must pay your premium every month in advance by debit order upon our request. We will present your debit order to your bank at the beginning of the month or any alternative date we have agreed with you. If we do not receive your premium on the date the debit order is presented, we will debit your account again with the next month's premium collection. If we are able to collect the premium, your policy will continue. If the payment is still not received at the 2nd attempt, we will cancel your policy. If you instruct your bank to stop the payment the policy will be cancelled without trying to collect premium again. Your policy will end on the last day of the month for which we have received premium.

Annual premiums

If you pay your premium annually, you are allowed a 30 day grace period from the date the policy starts or its renewal date, to pay the premium. If you miss this deadline the policy will automatically be cancelled from its start- or renewal date.

Avoid Fraud

All dealings concerning this policy must be done honestly and in good faith. If you or any other person acting on your behalf are found to have engaged in fraudulent or dishonest behavior, you will lose all rights to claims and premiums and your policy will be cancelled from the date of the fraud or misrepresentation. We may take legal steps to recover damages from you.

Example of fraudulent behavior are:

- providing false information or documentation in support of a claim or about your risk profile;
- making a claim that you know to be false, fraudulent or exaggerated;
- obstructing the outcome of a legal matter.

Observe all terms and conditions

You must adhere to all warranties, terms and conditions stated in the policy and you must comply with the claims procedure set out in the policy wording.

Make sure you understand all warranties, terms, conditions and procedures as we may refuse to pay a claim if you fail to adhere to it.

Our responsibilities as the Insurer

We will give you notice of changes to be made to your policy

We may amend, cancel, endorse or limit cover in terms of your policy by giving you or your broker 30 days' written notice. If you make changes to the policy it will be effective from the date and time agreed to by us. If we wish to cancel the policy, we must give you or your broker 30 days' written notice.

When we renew your policy

If you pay your premium monthly, we will automatically renew your policy, unless you tell us otherwise.

We will adjust your renewal premium

We may adjust your renewal premium further if you submit a claim for an event which occurred in the previous insurance period, without giving you 30 days' notice.

We will automatically increase the sums insured at renewal

The sums insured under sections – Household Goods, Buildings and Unspecified Property will be increased automatically on the renewal date of this policy by a percentage determined by us. This does not relieve you of your responsibility to ensure at all times that the sums insured represent the full replacement value of the property insured.

CLAIMS

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How much we pay

We restore your financial position

When we settle a claim, our objective is to give you a payout that leaves you in the same financial position as you were before the loss took place. How much we pay out does not take into account the sentimental or other specific value the property may hold for you. The payout may be based on:

- replacement value (new for old) of similar new property; or
- any other basis as described in the relevant section, such as the retail value of the vehicle; or
- a pre-agreed sum.

Example of a claim

If your three-year-old television set is stolen, we may buy you a new one or pay you the price of a new one. If your photo album or digital camera is lost, however, we pay only for the album or camera, and not the sentimental value of the photos they contain.

We always decide how we pay out

If the damaged item you are claiming for can be repaired, we may pay for the cost of the repair – but only if it makes economic sense to do so. Otherwise, we may replace it, pay you out in cash or give you a combination of all three settlement methods.

When you have a total loss claim

If an item is removed from the policy due to settlement of a total loss claim you are not entitled to any refund for the remainder of the period of insurance.

You cannot claim more than the actual loss

We will never pay out more than the actual value of the property lost or damaged, even if you are over-insured.

You cannot claim more than the sum insured

We will never pay out more than the sum insured of the insured items, even if the actual value of the property is worth more than the sum insured.

Example

If your new vehicle is stolen, we may buy you a new one or pay you the price of a new one. The amount paid to you will never exceed the sum insured or the replacement price, whichever is the lesser amount.

You can claim only under one section of the policy

You could never be paid out twice for the same event by claiming for the same item under two different sections of this policy.

When you have more than one policy

If there is any other insurance policy in place which covers the same insured property, we will only be liable for our ratable proportion of the loss or damage.

How we may settle a third-party liability claim

If you claim for liability towards a third party, we will never pay out more than the amount stated in the LIMIT SECTION. In some cases the payout may be less than the maximum stated, if we decide that it represents a fair settlement. This will release us from any further liability for the claim.

We do not pay interest

Although we strive to settle all claims promptly, we cannot be held responsible for any interest on an outstanding claim. No interest will be payable on any amount due by us in terms of this policy unless a Namibian Court of Law orders otherwise.

What happens if you are under-insured?

If you insure your property for less than its new replacement value – this means that you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In respect of vehicles, where you do not qualify for a new vehicle, you must insure the vehicle for its retail value, including optional extras and added equipment. In calculating underinsurance, we will apply the principle of average.

Example of how underinsurance / average is calculated:

| | |
|-----------------------|---|
| a) Loss: | N\$24 000 |
| b) Sum Insured: | N\$75 000 |
| c) Replacement Value: | N\$100 000 |
| d) Settlement: | $N\$24\,000 \times (75\,000 / 100\,000) = N\$18\,000$ less the excess |
| e) Outcome: | 25% Underinsured (own insurer) and 75% payment due by us |

Under no circumstances will we ever pay out more than the sum insured.

You must comply with security terms and conditions

If you submit a burglary, theft or hijack claim, you must be able to prove to us that at the time of the insured event the required / declared security measures or device:

- was already installed; and
- was in a working condition; and
- that the security device was armed; and
- that your contract was active; and
- that you complied with the conditions of that contract.

The payout is always reduced by the excess

Don't forget that for every valid claim, you will always have to pay the first amount where applicable, also known as the excess.

Example

If there is an excess of N\$2 000 on a N\$20 000 claim, then you will receive a payout from us of N\$18 000. The excess payable on all claims is stated in the SCHEDULE.

You must not dispose of or abandon damaged insured property

If there are damaged items as a result of a claim, you must not abandon them or get rid of them until we agree that you can do so. In the event of payment by us for a total loss, the salvage shall become our property.

You must obtain our approval

You must obtain our written approval before repairing or replacing any damaged or lost property. This does not apply to emergency repairs to your car or for expenses to safeguard your property up to the amount stated in the LIMIT SECTION.

We will make payment to the credit provider

Where a credit provider has an interest in the insured property, payment may be made to the credit provider in terms of the credit agreement. The credit provider's acceptance thereof shall discharge our liability towards you for that portion of the claim.

How to claim

What you must do

If an event occurs that is likely to result in a claim, you must:

- take reasonable steps to prevent any further loss or damage;
- report the event as soon as possible (no later than 30 days after the insured event) to us;
- obtain the full name, address and registration number of any other parties involved, including possible witnesses;
- in the event of a burglary, theft or vehicle accident report it to the police within 24 hours. In an event where a crime was committed a criminal case must be opened, for example theft or burglary.

What you must not do

It is important that you do not:

- admit guilt, fault or liability;
- offer or negotiate to pay a claim;
- approve any repairs (other than essential repairs necessary to minimise or prevent further loss or damage to your own property, limited to the amount stated in the LIMIT SECTION).

Your responsibilities during and after a claim

If you haven't already dealt with this when you first reported the claim, please ensure you send us the following within 30 days after the event:

- full written details of the claim (on our standard forms, if required);
- particulars of any other policy covering the event;
- any other documentation we think is necessary to handle the claim (such as police documents, receipts, invoices or witness statements);
- proof of ownership, value and insurable interest, if requested by us;
- send us any further documentation you may receive later (such as a letter of demand).

Your assistance may be required if we decide to start legal proceedings against any party responsible for the loss. Note that any such legal action may be taken in your name.

Your assistance may be required in the identification and recovery of stolen property for which assistance we will reimburse you for your reasonable out-of-pocket expenses.

Sign a release

You may have to sign a release before we pay you.

Claims procedure is at your own expense

Unless we specifically offer to pay, the entire claims procedure above is done at your own expense. We will never pay more than the amount stated in the LIMIT SECTION.

Time limits that affect your claim

You must be aware of time limits that may affect your claim

Don't miss these key deadlines:

Immediately

You must tell us immediately if you become aware of any possible prosecution, legal proceedings or claims against you which may result in a claim against your policy.

24 hours

You must report any burglary, theft or vehicle accident to the police within 24 hours.

30 days

You must as soon as possible notify us of any insured event which may result in a claim, but no later than 30 days after the insured event.

90 days

If we formally reject or dispute a claim, you have 90 days to appeal this decision with us.

180 days

If we maintain our rejection, you have a further 180 days from the date we rejected the claim to institute any legal action by means of issuing summons against us.

365 days

Your claim will no longer be valid after 365 days, unless you have instituted legal action by means of issuing summons against us, or if the claim concerns your legal liability towards a third party.

What to do if your claim is rejected

You may appeal

If we reject or dispute your claim, you have the right to appeal that decision. Send your complaint, in writing, to:

The Manager
Hollard Insurance Company of Namibia Ltd
PO Box 5077
Ausspannplatz
Windhoek
Namibia

Fax: +264 61 422 349
Website: www.hollard.com.na

Other points to note

Sum insured will not be reduced

This point is applicable to the following sections of this policy: Household Contents, Buildings and All Risks (unspecified items). The sum insured will not be reduced after we have compensated you for a claim. We may, however, require you to pay an additional premium from the date of loss to the next renewal date.

Namibian law applies

This policy is subject to Namibian law. Only Namibian courts may deal with disputes in respect of this policy.

Keeping within the law

If any of the terms or conditions of this policy are in breach of existing legislation, they will not be enforced and the law of the country will apply.

How claiming affects your premium

If you have claimed your premium may be increased.

We may survey your home

We may ask a surveyor to survey your home at any time. Based on the outcome of this survey, we may do one of the following:

- change the terms, conditions and “what we do not cover”;
- cancel your insurance;
- cancel your insurance from the start of the contract, if you have not given us accurate information.

WHAT WE DO NOT COVER

GENERAL EXCEPTIONS

You cannot claim for:

Theft by false pretences or scams

This is any theft that occurs as result of you being tricked into parting with your property as part of a transaction that you believed was legitimate. The transaction can be an ordinary cash transaction, an exchange or even a credit sale agreement.

Example

If you sell your vehicle and receive a bad cheque, we will not compensate you for the loss of the vehicle.

Wear and tear

This means loss or damage due to gradual deterioration as a result of normal usage or the passage of time. It includes the gradual influence of light, rust and weather conditions.

Examples

Peeling paintwork on your home from exposure to the elements or water pipes rusting.

Liability by agreement

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place. This does not apply to a contract you have with a security company.

Example

You cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

Dispossession or nationalisation

This means loss that you suffer as result of your property being taken from you by a lawfully constituted authority, such as the national government or a provincial authority.

Consequential loss

This is further loss that you may suffer as a consequence of an initial insured event.

Example

If your vehicle is in an accident on the way to the airport, we will cover you for the damaged car, but not for any loss you may suffer as result of you missing your flight.

Defective design

Where loss or damage was caused directly or indirectly due to defective design, -specification, -construction, -materials or -workmanship.

Items covered under a guarantee

Loss or damage to items that would be covered by any guarantee, motor plan, service contract, purchase contract or any agreement of any type is excluded from your policy.

When you reside outside Namibia

Any loss or damage where you reside outside Namibia with insured items outside Namibia, unless we agreed to insure it.

GENERAL EXCLUSIONS

You cannot claim for:

Flood in certain areas

This policy does not cover any loss, destruction, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of flooding to any property situated downstream of the Hardap Dam and the lower Fish River and its tributaries within the area downstream of the Hardap Dam, irrespective of whether the property, insured person or legal entity was situated permanently, temporarily or incidentally at the above location.

Asbestos

This refers to any loss or damage that arises as a result of contact with asbestos in any form or quantity. This is because of the inherently hazardous nature of the substance.

Computer risks related to recognising a date

This refers to the failure of any piece of computing equipment, or any of its associated hardware and peripherals, to recognise a date, leading to the inability to perform its computing functions.

Damage caused by incidents covered by legislation

This refers to any event for which a compensation fund has already been set up under relevant government legislation, whether in Namibia or any other country where the policy applies. *An example of such legislation is the War Damages Insurance and Compensation Act (Act 85 of 1976).*

Nuclear risks

These are risks associated with the nuclear industry in general.

Any loss or damage caused by or resulting from nuclear-weapons, nuclear material; ionisation, radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste; and combustion of nuclear fuel, which includes any self-sustaining process of nuclear fission or fusion.

Trade and economic sanctions

We cannot provide any cover where to do so would violate trade or economic sanctions. Should we become aware of the fact that you are subject to such sanctions, we would have to void (cancel) your policy from its start date. We will refund any premiums due to you, and no claims will be payable.

Riots, public disorder, terrorism

Generally, this refers to loss or damage to property, death or bodily injury or liability directly or indirectly related to or caused by riots, political acts, war, public disorder, terrorism or any attempted act of this kind for which we cannot reasonably be held responsible. They include:

- Civil commotion, labour disturbances, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the foregoing;
- War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
- Mutiny, military uprising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law, or state of siege, insurrection, rebellion or revolution;

- Any act or attempted act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any state or government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
- Any act or attempted act which is calculated or directed to bring about loss or damage or bodily injury, in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any state or government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above;
- Any act of terrorism. An act of terrorism means the use of threat or violence or force for political, religious, personal or ideological reasons. This may or may not include an act that is harmful to human life. It could be committed by any person or group of persons, acting alone, on behalf of or with any organisation or government. It includes any act committed with the intention to influence any government or inspire fear in the public.

NASRIA

UNUSUAL EVENTS

NASRIA covers you for extraordinary, unusual insurance events.

They include any damage to your insured property caused by events such as riots, strikes, public disorder, or any kind of civil commotion or political unrest.

NASRIA cover is part of your policy; please refer to the last section of the wording for full details of cover as described by NASRIA itself.

WHAT YOU CAN INSURE

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Household Contents

This section deals with insurance cover for the contents of your home

What is "household contents"?

These are your household goods, personal property, personal equipment and may also include various fixtures and fittings, if you ask for it to be covered.



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Key terms to understand

| | |
|------------------------------|---|
| You | Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you |
| Home | The house and outbuildings situated at the risk address stated in the SCHEDULE and used for domestic purposes |
| Standard construction | Means that all structures have been built with: <ul style="list-style-type: none"> ○ walls of brick, stone or concrete, and ○ roofs of slate, tile, concrete, asbestos or metal |

How much we pay

We will pay you out based on the replacement cost of damaged or stolen contents up to the sum insured stated in the SCHEDULE.

Example

If your claim is for an item of furniture that costs N\$10 000 to replace, we will pay you N\$10 000 less the excess so that you can buy a new one – even if the item you are claiming for is old and worth a lot less.

How we pay

If we cannot repair the item, we can decide to replace it for you. Alternatively, we may give you the money and you can repair or purchase a new one yourself.

Pairs and sets

We will not pay more than the proportionate value of any article that is part of a pair or set. We do not cover the special value which any article may have as part of a set.

Example

If a painting, which forms part of a set, is lost or damaged, we will pay out the value of only that one painting.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$50 000 for contents stolen after a break-in, and the excess for that claim is N\$500, your net payout from us will be N\$49 500.

What if you are under-insured?

If you have insured your contents for less than its replacement value then you are under-insured and you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

Example

Your household contents are insured with us for N\$200 000, but the cost to replace all the items before the loss is N\$400 000. This means you are under-insured by half (or 50%), which is for half of any claim you make.

So if N\$50 000 of your contents are stolen in a burglary, we can only pay out half of N\$50 000 = N\$25 000.

What we cover you for

You are covered against loss or damage to household contents caused directly by the following insured events:

Fire

Fire, lightning or explosion

You are covered for loss or damage to:

- the contents of your home
- your contents in any other residence where you may be residing temporarily

that is caused by fire, lightning or explosion.

Weather and earthquake

Storm, wind, water, hail, snow or flood

You are covered for loss or damage to:

- the contents of your home
- your contents in any other residence where you may be residing temporarily

that is caused by storm, wind, water, hail, snow, or flood.

However, this does not apply to property that is out in the open or not under a roof, unless it is something designed to operate and kept in the open, like garden furniture.

You are also covered for loss or damage to your contents arising from an earthquake. However, this excludes earth tremors caused by mining operations.

Leaks, flooding

Overflowing of water apparatus; leakage of oil

You are covered for loss or damage to:

- the contents of your home
- your contents in any other residence where you may be residing temporarily

that is caused by leaking oil heaters and the overflowing of water apparatus.

Examples

Bursting pipes, overflowing water tanks, bursting geysers and sudden leakage of oil from heaters.

Impact

Impact with the building by falling trees, vehicles, aircraft or animals.

You are covered for loss or damage to:

- the contents of your home
- your contents in any other residence where you may be residing temporarily

that is caused by sudden impact by falling trees, vehicles, aircraft or animals. Cover does not apply if the event is caused by an external source, such as tree fellers.

Example

A tree falling onto your home. However, cover does not apply for damaged caused by tree fellers or building contractors in the course of work they are doing for you

Malicious damage*Intent to cause damage*

You are covered for malicious damage to:

- the contents of your home
- your contents in any other residence where you may be residing temporarily

Malicious damage occurs when someone (other than you) performs an act deliberately designed to cause you damage.

Example

If someone deliberately cuts your furniture with a knife to cause you damage. However, if a child plays with a knife and cuts your furniture, it will not be covered.

Theft*Theft or attempted theft*

You are covered for theft, attempted theft or damage as a result of theft to the contents of your home.

In all cases there must be clear signs of forcible and violent entry to or exit from your home or temporary residence as specified below.

Forcible and violent entry

Forcible and violent entry occurs when someone gains entry by forcing and breaking something (like a window or lock). It also occurs when you (or friends or family) are at home, and someone gains entry by threatening you (as in an armed robbery), for example.

Cover is limited for

The following covers are included in the sum insured, but are limited to the amount stated in the LIMIT SECTION.

Clearing-up costs

We will pay for the cost of removing any household-goods debris from your premises after a claim.

Money

We will pay you for theft of money, provided there are visible signs of forcible and violent entry to or exit from your home.

Office contents

We will cover you for loss or damage to any office equipment or furniture in your home that are legitimately used for office purposes – for example, in your home profession or any one-person business that you run on the premises, provided it is not insured elsewhere.

Personal documents

We will cover you for the costs of replacing your identity document, drivers' license and passport following an insured event. This cover includes fees charged by an agent to arrange the above.

Computer software and standard operating systems

Following a valid claim we will pay you for loss of or damage to software and standard operating systems on your computer equipment used in your personal capacity.

We also cover you for

The following value added benefits are automatically included and are limited to the amounts stated in the LIMIT SECTION.

Accidental death

We will cover you for accidental death if you die within 12 months after sustaining an injury on the premises following an insured event. This cover is only applicable to persons under the age of 76. Please take note that cover limits are different for persons younger than 19 years.

Accidental damage to household goods

We will cover you for accidental damage, excluding mechanical, electrical or electronic breakdown, which occurs in the home to the following items:

- Television sets, DVD players, decoders and sound-producing equipment, excluding cameras and photographic equipment;
- Television aerials or satellite dishes on the premises of the domestic home;
- Mirrors or sheet-glass that forms part of any article of furniture.

Refrigerator and its contents

We will pay for food that has gone off in your refrigerator or freezer as a result of mechanical, electronic or electrical breakdown, or a prolonged loss of public electrical power supply. Damage to your fridge or freezer as a result of food going off following the power loss is also covered.

This cover does not apply if your electricity has been cut off because you haven't paid your bill, or there is load-shedding by any public authority for less than 24 hours.

Credit/debit-card fraud

We will pay you for losses arising from the fraudulent use of your credit card or debit card during any rolling 12-month period of insurance.

Fire brigade charges

We will pay for costs charged by the fire brigade for responding to an insured event.

Garden damage

We will pay you for damage to trees, plants, shrubs and irrigation systems on the grounds of the home resulting from:

- fire or explosion;
- extinguishing of a fire;
- impact by a vehicle or aircraft.

This is on condition that the home owner is not entitled to claim under his own insurance.

Damage to guests' property

We will cover loss or damage to household items belonging to any non-paying, temporary guests caused by an insured event in your home. However, this does not include money and negotiable instruments, such as cheques or gift vouchers, or any items insured under any other policy.

Domestic worker's property

You are covered for loss or damage to your domestic worker's household goods and personal property caused by an insured event in your home or any of the outbuildings.

Full-house (bowling)

If you score a full-house as an amateur bowler, you will be covered for the traditional celebratory expenses that usually accompany the event. The full-house must be certified by the bowling club.

Hole-in-one (golf)

If you score a hole-in-one as an amateur golfer, you will be covered for the traditional celebratory expenses that usually accompany the event. The hole-in-one must be certified by the golf club.

Goods in transit

We will pay you for loss of or damage to household goods as a result of collision, fire or theft while in transit to or from any place of purchase, repair or renovation along a reasonably direct route to or from your domestic home.

We will also pay for loss of or damage to household goods as a result of collision, fire or theft whilst being moved by a professional removal company during a permanent change in the risk address or when your household goods are in transit to or from a furniture-storage outlet or a bank safe deposit. This will also include items **inside your** vehicle when transporting household goods during a permanent change in the risk address.

Groceries in transit

We will pay you for loss of or damage to groceries carried in the vehicle as a result of collision, fire or theft along a reasonably direct route to your domestic home from the place of purchase.

Keys, locks and remote controls

We will pay for the cost of replacing lost or damaged keys, locks or remote controls, including the call-out costs of a technician. This will also apply if you have a reasonable suspicion that an un-authorised person has access to duplicates.

Liability to third parties

You are covered as a tenant for liability to third parties, such as members of the public and the property owner. The details are described under the Personal Liability section.

Loss of water from underground pipes

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your property. This is subject to the following conditions:

- the additional charge for the applicable quarter must exceed the average of the last 12 months by at least 50%;
- the additional charges are not caused by leaking taps, geysers, toilet systems, swimming pools or its pipes;
- your home was not unoccupied for more than 60 days during this period;
- you immediately trace the leak and repair it at your own expense;
- we will not pay for more than two events in any 12-month period.

Medical expenses

We will pay you for medical expenses incurred as a result of accidental bodily injury caused by any defect in your home to any:

- person other than yourself or any other person covered by this policy;
- domestic employee in the course of their employment with you.

Power surge

We will pay you for accidental damage to all electrical and electronic equipment inside the domestic home caused by a power surge.

Rent or alternative accommodation

If your home becomes uninhabitable because of the effects of loss or damage as a result of an insured event, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until the home becomes habitable again.

Security guards

We will pay you for costs reasonably and necessarily incurred in employing a security guard following an insured event.

Theft from the grounds of the home

We will pay you for theft of items designed to be left outdoors such as garden furniture, patio furniture, flower containers, children's play equipment, laundry, garden statues and ornaments, non-electrical / electronic domestic garden maintenance equipment, lawnmowers, power generating equipment and swimming pool equipment, such as safety nets and covers. These items are also covered for theft from outbuildings not made of brick, stone or concrete with slate, tile, metal, concrete or asbestos roof that is used to store these items.

Theft from a hotel, inn or guesthouse

We will pay you for theft of household goods following forcible and violent entry into any hotel, inn or guesthouse.

Theft from temporary residence

We will cover you for theft of household goods following clear signs of forcible and violent entry to or exit from any other residence or educational institution where you may temporarily be residing.

We do not cover theft from:

- any buildings of non-standard wall construction;
- boarding houses or communes.

Theft from your place of employment

We will cover you for theft of household goods from your place of employment provided there are clear signs of forcible and violent entry into or exit from the premises.

Theft from furniture storage

We will cover you for theft of household goods from any place registered for the storage of goods provided there are clear signs of forcible and violent entry into or exit from the premises.

Theft from bank safe deposit

We will cover you for theft of household goods from a bank safe deposit provided there are clear signs of forcible and violent entry into or exit from the premises.

Theft from the home

We will pay you for theft from your home if there are no signs of forcible and violent entry into your home, provided you can prove to us that an event of theft occurred. We will however not pay you for any smart devices if there are no signs of forcible and violent entry, which must be specified under the "All Risks" section of the policy.

Trauma counselling

We will pay the expenses in respect of prescribed professional counselling if you become a victim of a violent act of theft, attempted theft, hold-up or hijacking.

Veterinary expenses

We will cover you for veterinary expenses incurred as a result of accidental bodily injury to any of your domestic animals caused by an accident on a public road.

Additional cover you can choose

The following benefits are available and when selected by you are shown in the SCHEDULE, limited to the amount stated in the LIMIT SECTION.

Accidental damage

Your contents are covered for accidental loss or damage, whether inside your home or at your address.

We do not cover:

- depreciation, or gradual causes such as wear and tear, rust, rising damp and mildew, corrosion or decay;
- damage caused when not following the manufacturer's instructions or when not using the item for its intended purpose;
- damage caused by moths, vermin or insects;
- damage due to repairing, restoration or cleaning of items;
- damage to glass, glassware, porcelain or crystal;
- cracking or scratching (unless caused by theft, attempted theft, fire or explosion) of glassware, glass or other brittle articles other than jewellery, cameras, fixed glass or TV sets;
- mechanical, electrical or electronic breakdown of electronic and electrical equipment;
- damage to tools, gardening implements, garden furniture including pool-cleaning equipment;
- the cost of reproduction or repair of data or software;
- loss of, or damage to, mobile phones, tablets or portable computers;
- loss or damage caused by your own domestic animals;
- any loss claimable under another section of the policy.

Home-industry cover

We will pay you for loss or damage to any goods or equipment in your home that are legitimately used for home-industry purposes or a one-person business that you run on the premises – for example, a hair salon or selling beauty products.

Subsidence and landslip

We will pay you for loss of or damage to your contents caused by subsidence, landslip or heave of the land supporting it.

You are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the home;
- structural alterations, additions or repairs;
- the compaction of infill;
- defective or faulty design, construction, materials or workmanship;
- alterations, additions or repairs to any building;
- excavations other than mining operations;
- removal or weakening of support to the home;
- any damage that existed before your policy started;
- the movement of solid floor slabs or any other part of the building, unless the foundations supporting the outside walls of the building are damaged at the same time.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Limited cover option

Theft and burglary cover excluded

You have the option to enjoy all the covers and benefits under this section, but excluding cover for burglary, theft or attempted theft, at a reduced premium.

Please check your SCHEDULE to ensure that you have selected the correct cover option and that you adhere to the minimum security requirements.

What is not covered

Events not covered

Loss or damage due to:

- alteration, misuse, mechanical, electrical or electronic breakdowns, failures or breakages, or where a component fails to perform to its intended design specification;
- flaws or defects, whether present when the item was new or discovered afterwards;
- fluctuations in atmospheric or climate conditions, or the effects of light;
- a slowly operating cause such as but not limited to rust, mildew, moth, corrosion or decay;
- a process of dyeing, cleaning, repairing or maintenance;
- vermin, insects or the actions of your own domestic pets;
- scorching, charring, melting, burning or smoke without flames;
- failure to take reasonable care to protect and maintain the insured property;
- loss or damage during a process of cleaning, restoring, altering, renovating, repairing or any process needing the use of water unless by public authorities in putting out a fire;
- accidental damage resulting in scratches, dents, cracks, chips or defacing, unless specifically covered under "Additional cover you can choose";
- loss or damage to household goods left in the open, unless covered under "We also cover you for" section;
- theft of laundry from communal washing lines.

Items not covered

We do not cover:

- negotiable securities such as deeds, bonds, bills of exchange, promissory notes and cheques;
- manuscripts or documents of any kind;
- collectables or collections, stamps, medals, coins or vouchers of any kind;
- vehicles, motorcycles, scooters, golf carts, three-wheeled vehicles, quad-bikes, caravans, trailers and all fitted accessories;
- aircraft, pleasure-craft, hang-gliders and their equipment;
- any animals;
- an amount more than 30% of the Household Goods sum insured for the total value of gemstones, jewellery, gold coins, furs, rugs, carpets and articles made of precious metals. You must ensure that the sum insured is sufficient to include these items;
- property insured elsewhere in the policy;
- the reproduction or repair of data of any kind;
- household goods whilst you have lent, let or sub-let the domestic home.

Loss or damage from non-standard construction

Your policy is valid only if your home and outbuildings are of standard construction – i.e. the walls and roof are solidly built of material such as brick, stone or metal. Any exceptions to this requirement must be specified in the SCHEDULE.

Thatched roof

You cannot claim for loss or damage if your home has a thatched roof, unless this is specifically mentioned in the SCHEDULE.

If the home is unoccupied for more than 60 days

You do not have cover if the home is unoccupied for more than 60 (sixty) consecutive days, unless we agreed to provide cover and is stated in the SCHEDULE. The home is regarded as unoccupied when you and any of the people who normally live there are not at home.

Please note that the presence of your domestic worker on the property does not constitute occupation, even if they are living in any of the outbuildings, or in their domestic quarters.

If you do renovations to the home

You do not have cover for loss or damage as a result of any building work, renovations or building alterations of any kind, unless we agreed to provide cover.

Your specific responsibilities

Notify us

You must notify us if:

- the roof or walls of your home are of non-standard construction, or
- the construction of your home has changed to non-standard construction.

Tell us if you change your address

You must tell us immediately if you permanently move to a new address. We may impose new terms, premiums and conditions.

Keep jewellery in a safe

You must keep all jewellery, gold, silver, platinum, watches and precious or semi-precious stones valued at more than the amount stated in the LIMIT SECTION in a securely locked wall- or floor mounted safe when not in use. If you do not, we will not pay you more than the amount stated in the LIMIT SECTION.

Provide us with valuation certificates

When you claim, you must provide us with a valuation certificate from a registered jeweller or valuator for items valued at more than the amount stated in the LIMIT SECTION. The jeweller or valuator must have issued the certificate before the loss or damage occurred.

If you do not, we will not pay you more than the amount stated in the LIMIT SECTION.

Security measures

You must have the minimum required or declared security measures, as stated in the SCHEDULE, in place on your property at all times, fully maintained and in working order. If you do not comply with this, your cover will be limited to the amount stated in the LIMIT SECTION.

Mechanical and Electrical Breakdown

This section deals with the sudden mechanical and electrical breakdown of some household items

What is "mechanical and electrical breakdown" cover?

We cover you for the repair costs of items damaged by mechanical, electronic and electrical breakdown. Where an item is not repairable we will replace it with a similar new item.



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Key terms to understand

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| You | Includes you, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you. |
| Insured items | Means any: <ul style="list-style-type: none">○ electrical and electronic household appliances which have been designed for performance of domestic chores such as fridges, freezers, microwave ovens, washing machines, tumble dryers; and/or○ audio visual equipment such as televisions, DVD and Blue Ray players, hi-fi's and surround-sound systems |
| Home | The house and outbuildings situated at the risk address stated in the SCHEDULE and used for domestic purposes. |

How much we pay

When an item covered by this section no longer works in its normal way due to mechanical, electronic or electrical breakdown or failure, we will pay for the repair costs of the item. For items that cannot be repaired, we will pay you based on the replacement cost of these items.

Payouts are always limited

The repair cost will never exceed the replacement cost of the item. We will not pay out more than the sum insured stated in the SCHEDULE.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$10 000 for repairs to an item, and the excess for that claim is N\$1 000, you get N\$9 000.

What we cover you for

You are covered for sudden mechanical, electronic and electrical damage, which could not have been foreseen, to items covered by this section whilst within your home.

What is not covered

Theft

We do not cover you for damage caused by theft or attempted theft.

Damage to certain items

We do not cover you for:

- rear-projection television;
- speakers and speaker masks;
- cabinets, frames, storage boxes or shelves of the appliances or audio visual equipment;
- electrical accessories such as remote controls;
- electronic gaming equipment;
- appliances that come from an un-authorized or unofficial supplier – for example, grey or parallel imports;
- video cameras, camcorders and still cameras and its equipment;
- any item older than 10 years from the date of purchase;
- fixtures and fittings to the building, such as air conditioners or built-in stoves;
- any tools or gardening equipment, such as drills, screwdrivers or lawnmowers.

Using or maintaining insured items incorrectly

We do not cover you for damage where the insured item:

- was used incorrectly;
- was installed incorrectly;
- was not maintained according to the manufacturer's specifications;
- was damaged as a result of defective workmanship;
- was used for something other than what it was designed for.

Damage caused by use

We do not cover you for damage caused by:

- deterioration such as rust or erosion including damage from sunlight and normal climate conditions;
- vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause;
- wear and tear including excessive usage;
- repairing, restoration or cleaning of household goods.

Damage to glass components and lenses

We do not cover you for damage to glass components, including scratched lenses.

Damage to electronic appliances

We do not cover you for damage caused by:

- leaking batteries;
- loss of recorded media, software or data;
- TV image burn-in.

Damage to parts of the insured item that have a short lifespan

We do not cover you for damage to parts of the insured item that have a short lifespan, for example:

- batteries, bulbs, pilot lights, globes, clocks;
- speakers, tapes, ribbons;
- the plate inside the microwave oven;
- hoses, fuses, accessory cables;
- air and water filters;
- belts, knobs, screen protectors;
- obsolete spare parts;
- removable spare parts.

Minor pixel issues

We do not cover you for damage to plasma, LED or LCD panels for minor pixel issues that do not affect your overall viewing. This includes missing, flashing or incorrect colour pixels.

Pixels are small blocks of colour that make up the whole picture on your television screen.

Reconnecting appliances

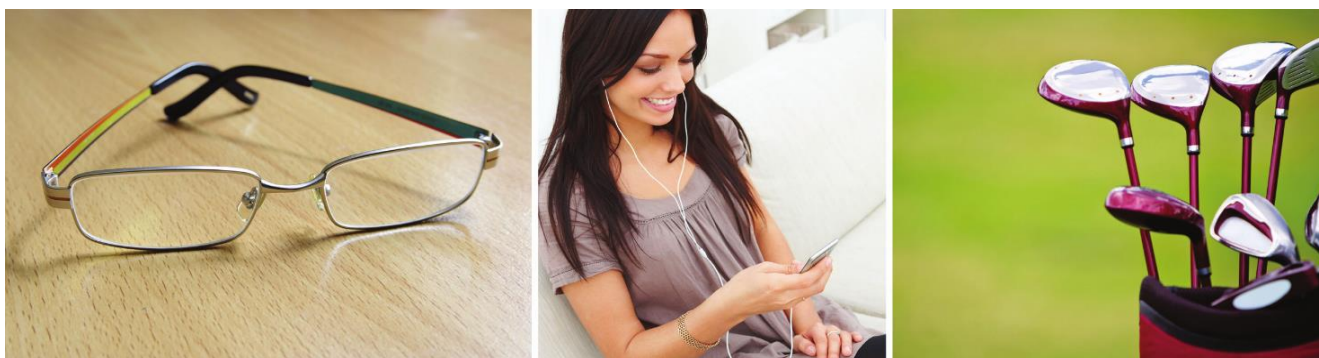
We do not compensate you for the costs of reconnecting or reinstating an appliance after a repair or call out.

All Risks

This section deals with insurance cover for accidental loss or damage to a wide range of personal possessions

What is All Risks?

This covers a wide range of accidental loss or damage that typically occurs away from your home. It tends to involve items that you wear or carry, such as watches, handbags or accessories.



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Key terms to understand

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| You | Includes your spouse and members of your immediate family who reside with you, and are financially dependent on you. |
| Unspecified property | Clothing and personal effects that are either worn or carried with you. These tend to be low-value items such as pens, make-up and handbags. It also includes sports equipment and pedal cycles. |
| Specified property | Any item that is specifically listed in your SCHEDULE. These tend to be items of high value and typically include jewellery, cell phones, tablets and cameras. |
| Smart devices | A smart device is an electronic device, generally connected to other devices or networks via different protocols such as Bluetooth, NFC, WiFi, 3G, etc., that can operate to some extent interactively and autonomously. Examples are cellphones, phablets, tablets, smartwatches, smart bands. |
| Accessories inside caravans and trailers | Accessories which the caravan or trailer came standard with, including household goods temporarily used for holiday purposes. Permanent fittings to a trailer and caravan are not covered. |

How much we pay

We will pay you out based on the replacement cost of damaged or lost items.

- For Unspecified property we will pay up to the amount stated in the LIMIT SECTION for any single item, pair or set. The pay-out is further limited to the sum insured stated in the SCHEDULE.
- For Specified Items we will not pay out more than the sum insured stated in the SCHEDULE or new replacement value for the same or similar item, whichever is the lesser.
- For accessories inside caravans and trailers as well as camping equipment, we will pay up to the amount stated in the LIMIT SECTION for any single item, pair or set. The pay-out is further limited to the sum insured stated in the SCHEDULE.

Example

Unspecified item

If your Unspecified Property sum insured is N\$10 000, and the limit per item in the LIMIT SECTION is, for example, 25%, we will pay out maximum N\$2 500 per item. This total payout will never exceed the sum insured stated in the SCHEDULE.

Specified item

If you have lost a ring that costs N\$20 000 to replace, and it is insured for N\$20 000, we will pay you the full N\$20 000. If the ring is specified for only N\$16 000, we will pay only N\$16 000.

Pairs and sets

We will not pay more than the proportionate value of any article that is part of a pair or set. So if you lose one earring, for example, we will pay out the proportionate value of only that one earring. We do not cover the special value which any article may have as part of a set.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$2 000 for a lost watch, and the excess for that claim is N\$300, you get N\$1 700.

What if you are under-insured?

If you have specified your property for less than its replacement value then you are under-insured and you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

Example

Your diamond ring is insured with us for N\$40 000, but the cost to replace it is N\$80 000.

This means you are under-insured by half (or 50%). So if N\$10 000 of the diamonds are lost, we can pay out only half of N\$10 000 = N\$5 000. Equally, if the ring is lost we pay only up to a maximum of the sum insured – in other words N\$40 000.

You cannot claim more than the actual loss

We will never pay out more than the actual value of the property lost or damaged, even if you are over-insured.

What we cover you for

We cover you for loss or damage anywhere in the world, from any accidental cause that is not specifically excluded in this section.

This includes loss or damage that occurs while you are visiting other countries, so long as the duration of your stay does not exceed six months.

Which items of your property are insured

Unspecified property

Unspecified property means everyday items of clothing and personal effects normally worn by or carried on one's person and includes sports equipment and pedal cycles.

The following items of unspecified property are **not covered**:

- Tools
- Stamp or coin collections
- Pleasure-craft accessories, fittings and equipment
- Computer equipment and accessories (excluding portable external hard drives normally carried with you). Examples are desktop computers, laptops, printers, scanners, etc.
- Property that is more specifically insured

If you need cover for any of these items, you can insure it elsewhere under this policy.

Specified property

We will cover you for loss of or damage to items described in the SCHEDULE up to the sum insured stated in the SCHEDULE for any one insured event.

What is not covered

Items not covered

Under no circumstances will we cover the following items under All Risks:

- vehicles, motorcycles, scooters, three-wheeled vehicles, quad-bikes, golf carts, trailers, caravans, hang-gliders, aircraft or pleasure-craft – or any of their fitted equipment and accessories;
- money, credit cards, debit cards, phone cards, vouchers, deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts or documents of any kind;
- cameras, photographic equipment, sporting equipment and bicycles used for professional purposes or as part of your occupation;
- sound, lighting equipment and musical instruments used for reward;
- any laptops or desktop computers or its equipment, which must be insured under the "Personal Computers" section of this policy.

The following events

We do not cover you for loss or damage that is caused by:

- wear and tear, misuse or where a component fails to perform to its intended design specification;
- mechanical, electrical and electronic breakdown or failure of power tools;
- termites, insects, vermin, pests, moths or fumes;
- flaws or defects, whether present when the item was new or discovered afterwards;
- fluctuations in atmospheric or climatic conditions, or the effects of light;
- the actions of your own domestic pets;
- any process of dyeing, cleaning, repairing or maintenance;
- a slowly operating cause such as but not limited to rust, mildew, corrosion or decay;

- the bursting, rusting, corrosion or deterioration of any firearm;
- defective workmanship, -design, -specification, -construction or -material;
- lack of maintenance or upgrading;
- any type of virus or malware (harmful software such as viruses or Trojans);
- chipping, scratching, denting or breakage of porcelain or similar articles of a fragile nature;
- the cost of reproducing sound, data and images on tapes, records, film or magnetic media due to electronic viruses, trojans, worms or similar destructive media interferences;
- items stolen from an unattended vehicle unless:
 - the vehicle was locked, and
 - there are clear signs of forcible and violent entry.

Your specific responsibilities

Be aware of your responsibilities

Some of the terms below require specific action on your part. In such cases, you must do what is asked of you, or we may reject your claim.

Keep jewellery in a safe

You must keep all jewellery, gold, silver, platinum, watches and precious or semi-precious stones valued at more than the amount stated in the LIMIT SECTION in a securely locked wall- or floor mounted safe when not in use. If you do not, we will not pay you more than the amount stated in the LIMIT SECTION.

Provide us with valuation certificates

When you claim, you must provide us with a valuation certificate from a registered jeweller or valuator for all items valued at more than the amount stated in the LIMIT SECTION. The jeweller or valuator must have issued the certificate before the loss or damage occurred. If you do not, we will not pay you more than the amount stated in the LIMIT SECTION.

Items in a bank safe deposit

If items are kept in a bank safe deposit and indicated in the SCHEDULE, the cover will only be valid if the items were actually in the bank safe deposit at the time of loss, theft or damage.

Buildings

This section deals with insurance cover for the structure and fixtures of your home

What is meant by “building”?

The building is essentially the structure of your home – from the foundations and floors to the walls, ceilings and roof. It includes all solid infrastructure on the property, from gates to swimming pools, as well as the pipes, fixtures and fittings.



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Key terms to understand

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|------------------------------|--|
| You | Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you |
| Building | Your private home, with all its infrastructure, fixtures and fittings (see full list below) |
| Risk address | The address stated in your SCHEDULE |
| Standard construction | Means that all buildings have been built with: <ul style="list-style-type: none">○ walls of brick, stone or concrete;○ roofs of slate, tile, concrete, asbestos or metal. |

The building includes:

- outbuildings, garden sheds, landlord's fixtures and fittings;
- paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel);
- walls, gates and fences (excluding hedges);
- swimming pools (excluding portable pools or those above ground level);
- fixed filtration plant and water-pumping machinery;
- boreholes and water tanks for domestic use;
- septic tanks, water, sewerage, gas, electricity and telephone connections;
- pool safety nets and covers;
- tennis courts, sauna and spa baths;
- aerials and satellite dishes;
- alternative energy units such as solar geysers, solar heating panels and fixed generators.

How much we pay

We will pay out based on the replacement cost or repair cost of the part of your building that is damaged.

Example

If your claim is for a new wall that costs N\$10 000 to replace, we will pay you N\$10 000 so that you can have a new one built – even if the damaged wall is old.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$20 000 for repairs to your swimming pool and the excess for that claim is N\$ 500, we pay you N\$19 500.

Bank may be paid out before you

The financial institution financing your home always has first right to any claim payment, if this is the only way to settle any outstanding debt you still owe them.

This means that if you are financing your home with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance payout to settle any money that you still owe them.

What if you are under-insured?

If you have insured your home for less than its actual replacement value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will use the principle of average.

Example

Your building is insured with us for N\$2 000 000, but the cost to replace it is N\$4 000 000.

This means you are under-insured by half (or 50%). Put another way, you are only insured for half of any claim you make. If your building is damaged in a storm and it cost N\$50 000 to repair, we can only pay out half of N\$50 000.

What if matching building materials are not available?

We do not have a duty to repair your home to precisely match its previous state. We will repair it as closely as circumstances reasonably allow.

Where we cannot match it exactly, we will use materials that in our opinion, match the damaged or lost materials as closely as possible. We will only do this to the part of the structure where the loss or damage has occurred.

Rebuilding your damaged home

If the building is damaged to such an extent that it has to be rebuilt completely, and you choose to do it personally, we will pay you for the cost of rebuilding it. You can have it rebuilt on the same site, or elsewhere.

This is subject to the following conditions:

- rebuilding starts within 6 months;
- the total cost, which we will pay, will not exceed the cost of bringing the building back to its original condition or the sum insured, whichever is the lesser;
- we will not make any payment to you until you have actually incurred the costs.

What we cover you for

You are covered against loss or damage to the building caused directly by the following insured events:

Fire

Fire, lightning or explosion

You are covered for damage to the building caused by fire, lightning, thunderbolt or explosion.

Weather

Storm, wind, water, hail, snow or flood

You are covered for damage to the building that is caused by storms, as well as related activity such as wind, water, hail, snow and flooding.

However, this excludes loss or damage:

- to retaining walls;
- caused by movement of the land supporting the building, even if it is caused by storm or flooding (this exclusion does not apply to the removal of land supporting the building by flowing surface water).

Earthquake

You are covered for damage to the building that is caused by an earthquake. This excludes the effects of any earth tremors that result from mining operations in the area.

Impact

Impact with the building; falling trees, vehicles, aircraft or animals

You are covered for damage to the building that is caused by sudden impact. Examples are a tree falling onto the building or a vehicle colliding with your property.

However, the cover does not apply if the event is caused by an external source – for example, tree fellers or building contractors – in the course of work they are doing for you.

Leaks, flooding

Overflowing of water apparatus; leakage of oil

You are covered for damage to the building that is caused by leaks and overflowing of water apparatus. Examples are bursting pipes, overflowing water tanks, exploding geysers and sudden leakage of oil from heaters. This cover includes loss or damage to the leaking items, except if the leaking item is an oil heater. So if a leaking oil heater damages your wooden floor, we will pay for repairing or replacing the floor, but not the heater.

Malicious damage

Intent to cause damage

Malicious damage occurs when someone (other than you) performs an act deliberately designed to cause you damage. An example is someone deliberately painting graffiti on your wall.

However, this excludes damage caused by any of the tenants and persons residing with them.

Theft

Theft of any part of the building

You are covered for the theft (or attempted theft) of any part of the building – for example, the motor of your gate, the bricks of your driveway or the fitted carpets in your house.

However, this excludes theft by any of the tenants and persons residing with them.

Subsidence and landslip (Limited cover)

You are covered for loss or damage to the building caused by subsidence, landslip or heave of the land supporting it.

You are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building;
- structural alterations, additions or repairs;
- the insufficient compaction of infill;
- defective or faulty design, materials or workmanship;
- alterations, additions or repairs to any building;
- excavations other than mining operations;
- removal or weakening of support to the building;
- contraction or expansion of clay or similar types of soil due to the moisture or water content;
- In addition, we are not liable for:
 - loss or damage to swimming pools and surrounds, tennis courts, terraces, patios, paths, driveways, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences or retaining and screening walls – unless the main building is damaged at the same time by the same event;
 - loss or damage to solid floor slabs or any part of the building resulting from the movement of the slabs, unless the foundation supporting the external walls is damaged by the same cause at the same time;
 - damage that existed before your cover started;
 - work necessary to prevent further loss or damage from subsidence, landslip or heave, except where appropriate design precautions were implemented during the original construction of the building or any subsequent additions to it.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Subsidence, landslip and heave

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

We also cover you for

The following value added benefits are automatically included and are limited to the amount stated in the LIMIT SECTION.

Accidental breakage of glass and sanitary ware

We will pay for accidental breakage of:

- fixed glass and mirrors, except for damage as a result of scratching or disfiguration;
- fixed sanitary-ware, except for damage as a result of chipping, scratching, dents or disfiguration.

This cover does not apply when:

- the building is unfurnished or unoccupied;
- the building or any of the outbuildings are being structurally altered.

Damage to gardens

We will cover you for damage to trees, plants, shrubs and irrigation systems on the grounds of the domestic home resulting from:

- fire or explosion;
- extinguishing of a fire;
- impact of a vehicle or aircraft.

Demolition and professional fees

When you have a claim and the building has to be demolished, we will pay the following additional costs that you may have to incur, provided the total building sum insured is sufficient to include these costs and you get our written consent:

- demolishing the building, removing debris and erecting hoardings required for building operations;
- fees for the services of architects, quantity surveyors, consulting engineers and local authorities;
- any actions required by a public authority.

Fire brigade charges

We will pay for costs charged by the fire brigade for responding to an insured event.

Gate motor and garage-door motor

We will pay for the repair or replacement of your electric gate motor or your garage-door motor, in the event of accidental damage or electrical-, electronic- or mechanical breakdown.

Geyser Repairs

We will cover you for repairs to and / or replacement of the valves, elements and thermostats of your geyser, without you having to pay any excess. However, if the geyser must be replaced the standard excess will apply.

Increased house value through improvements

If you increase the value of your house through any alterations, extensions or improvements, we will automatically increase the sum insured of the building by up to 20%, provided that you tell us within 30 days of completion of the alterations or improvements and pay the additional premium.

Keys, locks and remote control units

We will pay for the cost of replacing lost or damaged keys, locks or remote controls, including the call-out costs of a technician. This will also apply if you have a reasonable suspicion that an un-authorised person has access to duplicates.

Loss of water from underground pipes

We will pay for any additional charges on your municipal water bill that result from leakage of underground pipes on your property. This is subject to the following conditions:

- the additional charge for the latest quarter must exceed the average of the last 12 months by at least 50%;
- the additional charges are not caused by leaking taps, geysers, toilet systems, swimming pools or its pipes;
- your home was not unoccupied for more than 60 days during this period;
- you immediately trace the leak and repair it at your own expense, unless caused by an insured event;
- we will not pay for more than two events in any 12-month period.

Public supply or mains connection

We will pay for accidental loss or damage as a result of an insured event to water-, sewerage-, gas-, electricity- or telephone connections belonging to you, or for which you are responsible, between your home and the public supply.

Tracing of water leaks

We will pay for the cost of tracing the source of a water leak, provided that it originated after your cover started.

Liability to third parties

You are covered as a property owner for liability to third parties, such as members of the public. The details are described under the Personal Liability section.

Security guards

If you need to employ security guards on your property to keep it safe as a result of an insured event, we will pay that cost – as long as it is both necessary and reasonable.

Removal of fallen trees

We will pay for the cost of removing fallen trees from your property after an insured event. This is provided that the costs are necessary and reasonable, and that you first obtain our written consent.

Rent or alternative accommodation

If your home becomes uninhabitable because of damage to the building covered by this policy, we will cover you for the rental cost of living in alternative similar accommodation. This cover will apply until the building becomes habitable again.

Similarly, if any building on your property that earns you rental income – for example, a cottage – becomes uninhabitable because of damage covered by this policy, you will be covered for the loss of that rental income. This cover will apply until the building in question becomes habitable again.

The cover in this section does not apply when the house or any of the outbuildings are being structurally altered.

Swimming pool, spa and borehole pumps

We will pay you for accidental damage to fixed swimming pool, -spa and -borehole pumps at the domestic home. We also cover mechanical-, electronic- and electrical breakdown of these items that could not have been foreseen. Automatic pool cleaners are not covered by this section.

Additional cover you can choose

The following benefits are available and when selected by you are shown in the SCHEDULE, limited to the amount stated in the LIMIT SECTION.

Extended subsidence and landslip

You are covered for loss of or damage to the building caused by subsidence, landslip or heave of the land supporting it.

You are not covered if this is caused by:

- normal settlement, shrinkage or expansion of the building;
- structural alterations, additions or repairs;
- the insufficient compaction of infill;
- defective or faulty design, materials or workmanship;
- excavations other than mining operations;
- removal or weakening of support to the building;
- contraction or expansion of clay or similar types of soil due to the moisture or water content.

In addition, we are not liable for loss or damage to septic and conservancy tanks, or drains and water courses, unless the main building is damaged at the same time by the same insured event. Any damage that existed before your policy started is not covered.

If required, you will have to prove that the loss or damage being claimed for was caused by subsidence, landslip or heave.

Subsidence, landslip and heave

Subsidence means sinking – i.e. the vertical, downward movement of soil. It includes settlement, which is a lateral movement.

Landslip means the sliding down of a mass of land. It is, in effect, a small landslide, and it typically occurs on a slope.

Heave means the upward movement of soil supporting the dwelling.

Mechanical and electrical breakdown

You are covered for sudden mechanical-, electronic- and electrical damage that could not have been foreseen, including power surge, to items covered by this section, such as alarm systems, air conditioners, electric fence or any other fixed equipment. For items that cannot be repaired, we will pay you based on the replacement cost of these items.

We will not pay for:

- damage to electrical accessories, such as remote controls;
- any item older than 10 years from the date of manufacture or the date of purchase if purchased new;
- any item that was installed incorrectly;
- any item used for any purpose other than what it was designed for;
- any item that was not maintained according to manufacturer specifications;
- any damage as a result of defective workmanship, -design, -installation, -specification;
- any item that was used incorrectly;
- damage due to gradual deterioration such as rust or erosion including damage from sunlight and normal climate conditions;
- damage by vermin, insects, mildew, damp, wet or dry rot, or any other gradually operating cause;
- damage due to wear and tear including excessive usage;
- damage due to repairing, restoration or cleaning of items;
- damage to electrical appliances and equipment caused by leaking batteries;

- any item or parts of an item that have a short lifespan, such as:
 - batteries, bulbs, pilot lights, globes, clocks;
 - speakers, tapes, ribbons;
 - hoses, fuses, accessory cables;
 - air and water filters;
 - belts, knobs, screen protectors;
 - obsolete and / or removable spare parts.

Matching building materials

We will repair your building to match its previous state, in style and quality, when the building is damaged by an insured event. This will apply to the part of the building where the style and quality have been affected by the non-availability of precisely matching building materials, up to the amount stated in the LIMIT SECTION.

Example

If a pipe in the bathroom burst and precisely matching tiles are unavailable, we will pay for the entire bathroom to be re-tiled up to the amount stated in the LIMIT SECTION.

What is not covered

Events not covered

Loss or damage due to:

- alteration, misuse, mechanical, electrical or electronic breakdowns, failures or breakages, unless cover is specifically provided;
- fluctuations in atmospheric or climate conditions, or the effects of light;
- slowly operating causes such as but not limited to rust, mildew, moth, corrosion or decay;
- vermin, insects, pests or the actions of your own domestic pets;
- scorching, charring, melting, burning or smoke without flames.

Building maintenance and construction

We will not pay if the building is not being maintained properly or if the building is of non-standard construction, unless stated in the SCHEDULE.

Matching building materials

We will not pay where matching building materials are not available. We will not pay for the costs to create a uniform effect. This exclusion will not apply if you selected the optional cover to include matching building materials.

Temporary structures

We will not pay for loss of or damage to temporary structures such as tree houses.

Weeds or roots

We will not pay for damage caused by weeds or roots.

Un-occupancy of more than 60 days

We will not pay if the domestic home is unoccupied for more than 60 (sixty) consecutive days, unless we agreed to provide cover and is stated in the SCHEDULE. The domestic home is regarded as unoccupied when you and any of the people who normally live there are not at home. The presence of a domestic worker in the domestic quarters or outbuildings does not qualify that the building is occupied.

Your specific responsibilities

Notify us

You must notify us if your roof or walls are of non-standard construction, or if the construction has changed to non-standard (including thatch).

Monitor the risk profile of your tenants

If a tenant of your buildings does something or omits to do something without your knowledge, which is in contradiction to a condition, term or exclusion of this policy, your cover will not be invalidated. You must advise us of the act or omission as soon as you become aware of it. We may impose additional terms and conditions.

Comply with national building regulations

You must take all reasonable steps to ensure that the building complies with national building regulations and that the building plans have been approved by the local authority.

Personal Computers

This section deals with insurance cover for your personal computer and its equipment

What is “personal computer”?

Desktop and laptop computers, its accessories such as printers, scanners and external hard drives. You can also insure the computer software.



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Key terms to understand

| | |
|-----------------|---|
| You | Includes your spouse and members of your immediate family who normally reside with you and are financially dependent on you |
| Computer | The computer itself, as well as the monitor, keyboard, peripherals and any specified programs or software |

How much we pay

We will pay you out based on the replacement cost of the damaged or lost computer up to the sum insured stated in the SCHEDULE.

How we pay

If we cannot repair your computer, we can decide to replace it for you. Alternatively, we will give you the money and you can repair or purchase a new one yourself.

Example

If you have lost a laptop that costs N\$8 000 to replace, we will pay you the N\$8 000 or buy you a new one.

You always pay the first amount, or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$8 000 for a laptop, and the excess for that claim is N\$ 500, you get N\$7 500.

What if you are under-insured?

If you have insured your property for less than its replacement value then you are under-insured. You will then have to bear a proportion of any loss in the event of a claim. In calculating this, we will apply the principle of average.

Example

Your laptop is insured with us for N\$6 000, but the cost to replace it is N\$12 000.
This means you are under-insured by half (or 50%). So if it costs N\$8 000 to fix, we can only pay out N\$4 000.

Six months to replace your computer

If we agree to have your lost or damaged computer replaced, you have up to six months in which to do so. Once that deadline passes, we will only pay you the replacement value of the computer as at the time of loss or damage.

What we cover you for

You have world-wide cover against accidental loss or damage to your computer, from any cause that is not specifically excluded.

Example

You are covered if you drop your computer and break it, spill coffee on it, or it is stolen at home or at work.

Additional cover you can choose

The following benefits are available and when selected by you are stated in the SCHEDULE, limited to the amount stated in the LIMIT SECTION.

Reinstatement of data

These are necessary costs and expenses incurred by you to reinstate data or programs lost as a result of accidental erasure. This is on condition that the lost data or programs were not caused by:

- program errors;
- a virus or malware (harmful software such as viruses or Trojans);
- intentional cancellation, corruption of data or incorrect entry.

Ensuring compatibility between your old and new computer

As part of getting your new computer operational, we can also cover you for any reasonable costs incurred to ensure that it is fully compatible with your old one, provided the old and new computer are insured on the policy.

Example

You may need to change elements of your new computer, replace licensed programs or restore data that has become inaccessible on your old computer.

What is not covered

You are not covered for any of the following scenarios:

- loss or damage that is already provided for under a maintenance or lease agreement;
- any loss from an unattended vehicle, unless there are clear signs of forcible and violent entry to the vehicle;
- parts that have a short lifespan, unless this is a result of other insured damage to the computer that happened at the same time;
- the cost of reproducing sound, data and images due to electronic viruses, trojans, worms or similar destructive media interferences;
- any consequential loss incurred as a result of your not being able to use your damaged computer;
- loss or damage from:
 - the development of poor contacts, or the scratching of painted surfaces;
 - any process of cleaning, repairing, maintenance or upgrading;
 - any type of virus or malware;
 - wear and tear, misuse or where a component fails to perform to its intended design specification;
 - termites, insects, vermin, pests, moths or fumes;
 - flaws or defects, whether present when the item was new or discovered afterwards;
 - the actions of your own domestic pets;
 - a slowly operating cause such as but not limited to rust, mildew, corrosion or decay;
 - defective workmanship, -design, -specification, -construction or -material.

Vehicles

This section deals with insurance cover for your vehicles

What vehicles can be insured?

Your vehicle includes all parts and accessories. It may be any one of the following:

- Passenger cars, mini buses or similar vehicles designed to carry up to a maximum of 14 passengers, including the driver.
- Station wagon, motorised caravan, 4x4 vehicle, 4x2 vehicle, or light delivery vehicle, with a gross vehicle mass of no more than 3 500 kg.
- Trailer or caravan which is not self-propelled, and which is designed or adapted for towing by a vehicle as described above.
- Motorcycle, scooter, quad-bike, three-wheeled vehicle or golf cart.



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Key terms to understand

| | |
|-----------------------|---|
| You | Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you |
| Third party | Someone other than yourself who is involved in an insured event – for example, the driver of another car who was involved in an accident with you |
| Write off | Your vehicle is so badly damaged that it cannot be repaired economically; or it has been stolen and not recovered |
| Regular driver | The person who drives or is in control or in possession of the vehicle most often or more frequently than any other person |
| Commercial use | Where your vehicle is used for reward, such as couriers, tow trucks, rental vehicles, carrying stock or -material. |

How you may use your vehicle

This insurance policy clearly explains how you may use your vehicle in order for it to be covered. You may use your vehicle for any of the following purposes, regardless of the use stated in the SCHEDULE:

- Social-, domestic- and pleasure purposes, as well as all travel to and from your place of work;
- Professional and business related trips- for example, an attorney, doctor, plumber, representative or electrician, but not someone like a building contractor carrying building material.

(Note that commercial use of the vehicle is not covered as well as any other use specifically excluded in the policy.)

What is not covered

Use of the vehicle

We do not pay if you use the vehicle for:

- renting out purposes;
- paid driving instruction for reward;
- commercial use such as a building contractor, courier or delivery vehicle or to carry passengers for hire or reward;
- moving dangerous, hazardous, inflammable goods or substances that pollute or contaminate, in quantities greater than that used for domestic purposes;
- any motor sport, racing, rally, time trial or while being tested in preparation for any motor sporting activity, or while being driven on a motor sporting circuit / track of any kind;
- in connection with any experiments, tests, trials, performance or any other car demonstration purpose;
- carrying a number of passengers or goods, or tow a vehicle / load greater than that for which the vehicle was designed or licensed to carry;
- any purpose outside the territorial limitations, unless we agreed to extend the cover;
- exposing the vehicle to situations that clearly have a high risk of loss or damage associated with them;
- any purpose on an aviation apron or runway;
- any purpose underground in a mine.

Illegal activities

We will not cover you for any loss, damage or liability:

- that arises when the vehicle is being driven or towed by any person with your permission whilst we have reason to believe that:
 - the driver was under the influence of intoxicating liquor or drugs; or
 - the alcohol content in the driver's blood exceeded the legal limit; or
 - the driver refused to submit to any test to determine the level of alcohol or drugs in their blood when reasonably requested to do so by the authorities.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test, blood test or witness statements.

- if the driver did not have a valid driver's license at the time of the insured event;
- if the vehicle was unroadworthy or not maintained at the time of the insured event.

Incidents not covered

We do not cover incidents when:

- the vehicle is transported by sea (other than between ports within the territorial limits);
- the vehicle is in the custody and control of the motor trade for any purpose other than the overhaul, upkeep or repair of the vehicle;
- when the driver of the vehicle leaves the scene of the accident before the ambulance or police arrived;
- loss or damage resulting from the actions of your own domestic pets occur.

Other events and risks not covered

We do not cover the following:

- Damage to the engine or suspension of the car unless caused by an accident, fire, theft or flood;
- Damage to tyres and wheels caused by road punctures, cuts and bursts, or by applying brakes unless caused as a direct consequence of an insured event;
- Damage to any part of the vehicle due to inequalities of the road, unless caused by an insured event;
- Any resultant loss or damage to your vehicle following an insured event;
- Depreciation in value resulting from any event or due to repairs after an insured event;
- Depreciation, wear and tear or gradually operating causes;
- Damage caused by termites, insects, vermin, pests, moths or fumes;
- Mechanical, electrical or electronic breakdown, failure or breakages;
- The cost to repair any pre-existing or old damage, faulty workmanship or incomplete repairs that was in existence prior to the insured event;
- Loss or damage arising from the fact that the car was defectively designed or constructed;
- There is no cover for the theft of accessories and / or sound equipment inside the car unless there was forcible and violent entry into the car.

Liability events and risks not covered

We do not cover:

- any person who has the right to claim from the Road Accident Fund Amendment Act, 19 of 2005, (as amended or replaced as at the date of loss) or any similar legislation, regardless of whether it is financially able to pay such compensation;
- any compensation payable by any compulsory motor vehicle insurance legislation;
- any claim from a member of your family who usually resides with you or any person covered by this policy;
- any claim from fare-paying passengers being carried in the vehicle;
- any claim from a person carried in a trailer or caravan, or carried on the pillion of any motorcycle, scooter or three-wheeled vehicle or light delivery vehicle except while in the driver's cabin;
- any claim from any person travelling on or getting on or off, or in and out of a motorcycle, scooter, golf cart, three-wheeled vehicle or quad-bike;
- any claim from any employee, other than domestic staff of you, who is injured or killed in the course of their employment;
- any claim for loss, damage, injury or death of a third party if the insured vehicle was unroadworthy at the time of the insured event;
- an event when the vehicle was driven without your permission;
- legal costs required to defend either criminal acts or fines for breaches of the road traffic act / ordinance;
- any fines and penalties imposed by law;
- your liability if you have agreed to or accepted legal liability without our agreement first.

Your specific responsibilities

Whilst the vehicle is insured with us, you have specific responsibilities.

Tell us of material modifications to the vehicle

You must tell us if the vehicle has been structurally altered from the manufacturer's specifications, such as shortening or extending the wheel base.

Tell us of any material changes to the risk

You must tell us of any changes to material information relating to the risk of the vehicle. These changes include, but are not limited to the following:

- The regular driver of the vehicle;
- The area where the vehicle is normally used and general details of the vehicle.

Keep the vehicle roadworthy

You must at all times ensure that the vehicle is maintained according to the roadworthy requirements of the applicable National Road Traffic Act.

Sum insured of your vehicle

You must at all times ensure that your vehicle is insured for the correct amount. The value of the vehicle has to be reviewed at least once every 12 months on the renewal date of the policy.

- **Vehicle insured for Agreed Value**

Where there is no value available for the vehicle in the Auto and Commercial Vehicle Dealers guides or where the condition of the vehicle has been significantly improved, you must provide us with documentary proof of the vehicle's value for our review and acceptance. The valuation must be obtained from an approved manufacturer dealership or a recognised motor club. Prior to the anniversary of the policy, you must give us an updated vehicle valuation.

- **Vehicle insured for Retail Value**

Where there is a value available for the vehicle in the Auto and Commercial Vehicle Dealers guides, you must ensure that the vehicle is insured for its correct value, including optional extras and added equipment, at inception or anniversary of the policy.

Check your security/tracking device

You must ensure that the minimum security measures as stated in the SCHEDULE are in place at all times, fully maintained and in working order.

You must have a valid license to drive the vehicle

In the event of a claim, you or any person driving with your permission must be able to prove to us that the driver had a valid driver's license in compliance with applicable legislation of the specific region where the vehicle was used at the time of the loss or damage.

This includes a person who:

- is learning to drive;
- is driving with a Foreign driver's license / International driving permit;
- is a temporary resident of Namibia;
- has become a permanent resident or obtained citizenship of Namibia.

Notify us of certain traffic offences

You must notify us if any of the following occurs:

- if your driver's license has been endorsed, suspended or cancelled;
- if you have been charged or convicted of reckless or negligent driving;
- if you have been charged for driving under the influence of alcohol or drugs.

This also applies to any other person driving your vehicle. Non-disclosure of this information may result in the rejection of your claim.

Report unauthorised use of your vehicle to the police

If anyone uses your vehicle without your knowledge or consent, you must lay a criminal charge against them within 48 hours. You may not withdraw the charge, even if your vehicle is later returned to you.

You must be aware of limits of indemnity

If more than one person is entitled to indemnity, any limitation applies to the total amount, and you will be given priority. In other words, you will be paid out first, according to your limit, even if it means that the other person gets less than they are entitled to.

Cover applies in Namibia and neighbouring countries

Cover is restricted to loss or damage within the territorial limits of Namibia, Botswana, Lesotho, South Africa, Swaziland, Malawi, Mozambique, Zambia and Zimbabwe. We may agree to extend the territorial limits on our terms, if you ask for it.

Take out separate insurance in neighbouring countries

If your vehicle is lost or damaged in one of the neighbouring countries where this policy is valid, the following conditions apply:

- If separate third-party liability insurance specific to the country concerned is required, we will not indemnify you for any legal liability that you may incur while using your vehicle there; so you are strongly advised to take out the required insurance in that country.

Arrange for repatriation of the vehicle

Where the vehicle sustains damage outside the borders of Namibia, you must arrange for the vehicle to be returned to Namibia. We will compensate you for the cost up to the maximum amount stated in the LIMIT SECTION.

Specific conditions when a claim is approved

Replacement parts

- If your vehicle is still covered by the manufacturer's warranty, a service- or a motor plan - we will repair your vehicle according to manufacturer's specifications. Where we replace window glass we may use glass which was not supplied by the original manufacturer but which meets SABS safety and quality standards.
- If your vehicle is no longer covered by the manufacturer's warranty, a service- or a motor plan, we may authorise the use of new parts or parts which are consistent with the age or condition of your vehicle. This may include the use of aftermarket replacement parts.
- If any damaged part needs to be replaced which forms part of a set, we will only pay for the replacement of the actual damaged part.
- If a part needed for the repair of your vehicle isn't available in Namibia as a standard (ready-made) part, we will pay an amount equal to the value of that part. We will also pay all reasonable costs to transport the part (but not by air).
- We will not be responsible for any additional costs incurred as a result of part supply delays.

You must effect repairs in the time period specified

Repairs must commence within 3 (three) months of the date on which we approved the repairs. Should the repairs not commence within the 3 month period due to your delay, we shall only be liable for the agreed amount of repairs as at the date of our approval and you will be liable for the balance.

Your contribution towards the repairs

You may have to pay a contribution towards the cost of repairs or parts where the repair or replacement parts put the vehicle in a better condition than it was prior to it being damaged.

You always pay the first amount, or excess

You must always pay the first part of any claim settlement amount. This is known as the excess and is stated in the SCHEDULE. You must pay the excess even if you believe you were not at fault.

Your bank may take part of your payout

If the vehicle is financed by a credit provider we may make payment towards your debt up to the maximum amount of the sum insured or retail value, whichever is the lesser, net of the excess and any other deductions.

Cover options you can choose

How we pay out depends on the type of insurance cover you have selected and is stated in the SCHEDULE.

The three cover options are:

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Comprehensive cover

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What we cover you for

You are covered for accidental loss or damage to your vehicle from any accidental cause, as well as any resulting liability to third parties.

Example

You're travelling on the highway and smash into the car in front of you. We will pay for the damage to your car, as well as damage to the other car.

How much we pay

We will never pay more than the sum insured stated in the SCHEDULE.

If the vehicle is repairable

We will make arrangements for repairs to be carried out by a qualified repairer once we decide to repair the vehicle. The qualified repairer will repair your vehicle to a condition substantially the same as its condition immediately before the event.

If the vehicle is a write off or stolen

When we accept the claim and we declare the vehicle to be a write off, or if stolen, we may settle your claim as follow:

- **If the vehicle is less than 12 months old**

If the vehicle is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar new vehicle or pay you the price of a new one.

If the condition of the vehicle at the time of claim is significantly worse than at the time of purchase, the payout may be reduced.

- **If the vehicle is more than 12 months old**

If the vehicle is more than 12 months old, we will pay you its retail value, as defined.

Retail value

The retail value is the price stated in the Auto Dealers or Commercial Vehicle Guide; it includes factory-fitted accessories. The vehicle's age, odometer reading and condition may affect the retail value.

We will not pay out more than the retail value of the vehicle as at the last anniversary date of the policy or the sum insured whichever is the lesser. The retail value of the vehicle is guaranteed as the sum insured for a 12-month period, provided that the vehicle was insured for the correct value and provided the condition of the vehicle has not significantly deteriorated.

- **If the vehicle is insured for Agreed Value**

If the vehicle is insured on an agreed value basis, we may pay the sum insured stated in the SCHEDULE, subject to terms and conditions applicable to "Agreed value".

If the condition of the vehicle at the time of claim is significantly worse than at the time of the valuation, the payout may be less than the agreed value stated in the SCHEDULE.

Liability to Third Parties

You have cover for liability to third party property damage and accidental death or bodily injury to any person, up to the maximum amount stated in the LIMIT SECTION. This cover includes legal costs and expenses to defend any proceedings arising from your legal liability, provided that these costs and expenses have been incurred by us.

However, note that we may in some instances pay out less than the limit if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim. We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payouts are made in Namibia, in Namibian Dollars.

We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following:

Cover for courtesy cars

We will cover any vehicle that is temporarily used by you as a replacement for your insured vehicle whilst your vehicle is out of use for the purpose of overhaul, upkeep or repair up to the sum insured of your vehicle stated in the SCHEDULE.

Delivery after repair

We will cover the reasonable costs of delivering the vehicle to you after a repair if you live more than 200km from the repairer. The maximum amount that we will pay is stated in the LIMIT SECTION.

Emergency hotel expenses

We will pay for up to 2 days of necessary emergency hotel expenses if you are stranded more than 100 km from your home as a result of an insured event. You can only claim for this benefit once every 12 months. The maximum amount that we will pay is stated in the LIMIT SECTION.

Emergency repairs

You can authorise emergency repairs without first getting our approval, provided the costs are not more than the amount stated in the LIMIT SECTION. If the cost of the emergency repairs is more than this limit you must get our approval prior to the repairs being done.

We will cover you for costs relating to emergency repairs which you may reasonably and necessarily incur to allow you to carry on with your journey. You must submit your claim for validation and give us a full itemised invoice as part of your claim.

Keys, locks and remote control units

We will cover you for the costs reasonably and necessarily incurred for the loss of or damage to keys, locks or remote control units for your vehicle as deemed necessary by us. The maximum amount that we will pay is stated in the LIMIT SECTION.

This benefit will also apply if you have reasonable suspicion that an unauthorised person has access to duplicates.

Medical expenses

We will pay for medical expenses in respect of any occupant of the vehicle who sustains bodily injury as a direct result of an insured event involving the vehicle. The maximum amount that we will pay is stated in the LIMIT SECTION.

Sound equipment

We will pay for accidental loss of or damage to any factory-fitted sound equipment in your vehicle. If the sound equipment is not factory-fitted, it must be specified on the SCHEDULE.

Any theft or attempted theft of sound equipment must be accompanied by forcible and violent entry into the vehicle.

Towing & storage following an accident or attempted theft

If the vehicle cannot be driven as a result of an insured event we will pay the reasonable cost for towing the vehicle to a place of safety and the storage of it up to the amount stated in the LIMIT SECTION.

Towing following a breakdown

If the vehicle cannot be driven as a result of mechanical or electrical breakdown we will pay the reasonable cost for towing the vehicle to the nearest place of safety up to the amount stated in the LIMIT SECTION.

Trauma counselling

We will pay the expenses in respect of prescribed professional counselling if you become a victim of a violent act of theft, attempted theft, hold-up or hijacking. The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when towing a trailer or caravan

We will pay for your legal liability towards a third party when a trailer or caravan, attached to your vehicle, causes accidental death or bodily injury to any person or damage to third party property. The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when other people are using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- comply with the terms of this policy.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when you are the driver of a private vehicle that does not belong to you

We will pay for your legal liability if you use a vehicle that does not belong to you provided that:

- the vehicle is a private car or light delivery vehicle;
- you are not purchasing it in terms of a credit agreement;
- the vehicle is not being used for business purposes;
- the event occurs in Namibia.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Additional cover you can choose

The cover in this section applies only if you have specifically asked for it to be included as part of your policy. If you are unsure, please check your SCHEDULE.

24 Month vehicle replacement (*Not available if only vehicles are insured under the policy*)

You have the option to extend the standard 12 month vehicle replacement benefit with an additional 12 months. If you are the first registered owner of the vehicle, and it is less than 24 months old with less than 60 000 km on the odometer, we may replace it with a similar new vehicle or pay you the price for a new vehicle. This applies when our decision is to treat the vehicle as a write off or if the vehicle is stolen and not recovered, provided the sum insured is sufficient.

Car hire

You have the option to select from a number of car hire benefits, which are explained below.

- **Standard car hire**

We will pay for a rental car if your vehicle is damaged or stolen, up to the sum insured per day stated in the SCHEDULE. The rental period will not exceed 30 days.

- **Extended car hire**

If you have selected this option your car hire period will be extended with an additional 30 days.

Conditions for car hire

The rental will be on an unlimited kilometre basis, subject to the standard conditions of the rental company, excluding the cost of:

- fuel and/or lubricants;
- maintenance or damage to the rental car;
- delivery of the rental car.

Make sure you are fully aware of the terms and conditions of the rental contract you sign with the rental company.

The period of car rental starts from any of the following dates:

- when the vehicle could not be driven as a result of an insured event;
- when the vehicle was handed to the repairer following an insured event;
- when the theft of the vehicle was reported to us.

The period of car rental ends at the earliest of:

- the day the repairs of your vehicle is complete;
- the day we pay you out for the total loss of your vehicle;
- the last day of the number of car rental days covered by this policy.

The rental car will be of similar type and engine capacity as the vehicle insured in terms of the policy, subject to the daily sum insured being sufficient. Should the daily sum insured not be sufficient you will be liable for the balance.

The rental car must be arranged by us and will only be arranged within the borders of Namibia and South Africa.

You will be liable for the costs of the rental car if we do not pay your claim.

Should a rental car not be available we will only be liable to pay you the equivalent number of car rental days, as stated above, in cash up to the maximum sum insured per day stated in the SCHEDULE.

Optional extras and added equipment

You must specify an amount for all optional extras and added equipment which the vehicle did not come standard with when new. You must ensure that the sum insured for all optional extras and added equipment is accurate at all times.

Paying off your vehicle

If your vehicle is stolen and not recovered or written off and you still owe money on the vehicle after we have paid your claim by way of a cash settlement to your credit provider, we will pay the difference between the claim payment and the statutory settlement balance of your credit agreement. We will never pay more than the amount stated in the LIMIT SECTION.

We do not pay for:

- any arrear instalments (payments you may have missed as part of your credit agreement), rentals or any interest still owing on them;
- any premium refunds or recoveries from any insurance policy which you are entitled to;
- any excesses payable;
- any deductions from the claim settlement;
- any shortfall due to the vehicle not being insured for its correct retail value;
- any shortfall due to the vehicle initially being sold for an amount greater than 10% of its listed retail value;
- any further or additional amounts added to the principle debt in terms of the credit agreement after its date of commencement, and any finance charges and interest thereon;
- any optional extras and added equipment financed in terms of the credit agreement, but not insured under the policy.

Cover for the deposit paid on the vehicle

Where the vehicle is written off (damaged beyond economical repair), or stolen and not recovered, during the period of insurance, we will pay the original deposit paid by you on the original purchase date of the vehicle, provided the vehicle is still financed under the initial credit agreement of a registered Credit Provider. The maximum amount we will pay is stated in the SCHEDULE.

We do not pay this benefit if we replace the car with a new one or if we pay you the price of a new vehicle. Under these circumstances, and where an excess was deducted we will pay this benefit towards the excess deducted up to the maximum amount stated in the SCHEDULE.

Third party, fire and theft

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What we cover you for

You are covered for loss or damage to your vehicle caused by fire or theft, as well as liability to third parties.

Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; because damage to your own car is not covered. However, if your car is stolen or burned out we will pay for the loss of your vehicle.

How much we pay

We will never pay more than the sum insured stated in the SCHEDULE.

If the vehicle is repairable

We will make arrangements for repairs to be carried out by a qualified repairer once we decide to repair the vehicle. The qualified repairer will repair your vehicle to a condition substantially the same as its condition immediately before the event.

If the vehicle is a write off or stolen

When we accept the claim and we declare the vehicle to be a write off, or if stolen, we may settle your claim as follow:

- **If the vehicle is less than 12 months old**

If the vehicle is less than 12 months old with less than 30 000 km on the odometer, we may replace it with a similar new vehicle or pay you the price of a new one.

If the condition of the vehicle at the time of claim is significantly worse than at the time of purchase, the payout may be reduced.

- **If the vehicle is more than 12 months old**

If the vehicle is more than 12 months old, we will pay you its retail value, as defined.

Retail value

The retail value is the price stated in the Auto Dealers or Commercial Vehicle Guide; it includes factory-fitted accessories. The vehicle's age, odometer reading and condition may affect the retail value.

We will not pay out more than the retail value of the vehicle as at the last anniversary date of the policy or the sum insured whichever is the lesser. The retail value of the vehicle is guaranteed as the sum insured for a 12-month period, provided that the vehicle was insured for the correct value and provided the condition of the vehicle has not significantly deteriorated.

- **If the vehicle is insured for Agreed Value**

If the vehicle is insured on an agreed value basis, we may pay the sum insured stated in the SCHEDULE, subject to terms and conditions applicable to "Agreed value".

If the condition of the vehicle at the time of claim is significantly worse than at the time of the valuation, the payout may be less than the agreed value stated in the SCHEDULE.

Liability to Third Parties

You have cover for liability to third party property damage and accidental death or bodily injury to any person, up to the maximum amount stated in the LIMIT SECTION. This cover includes legal costs and expenses to defend any proceedings arising from your legal liability, provided that these costs and expenses have been incurred by us.

However, note that we may in some instances pay out less than the limit if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim. We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payouts are made in Namibia, in Namibian Dollars.

We also cover you for

In addition to the standard cover outlined above, you are also covered for the following:

Towing & storage following fire or attempted theft

If the vehicle cannot be driven as a result of fire- or attempted theft damage, we will pay the reasonable cost for towing the vehicle to a place of safety and the storage of it up to the amount stated in the LIMIT SECTION.

Towing following a breakdown

If the vehicle cannot be driven as a result of mechanical or electrical breakdown we will pay the reasonable cost for towing the vehicle to a place of safety up to the amount stated in the LIMIT SECTION.

Liability cover when towing a trailer or caravan

We will pay for your legal liability towards a third party when a trailer or caravan, attached to your vehicle, causes accidental death or bodily injury to any person or damage to third party property.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when other people are using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- comply with the terms of this policy.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Liability cover when you are the driver of a private vehicle that does not belong to you

We will pay for your legal liability if you use a vehicle that does not belong to you provided that:

- the vehicle is a private car or light delivery vehicle;
- you are not purchasing it in terms of a credit agreement;
- the vehicle is not being used for business purposes;
- the event occurs in Namibia.

The maximum amount that we will pay is stated in the LIMIT SECTION.

Third party only

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| We also cover you for | 67 |

What we cover you for

You are NOT covered for accidental loss or damage to the insured vehicle, but only for resulting liability to third parties.

Example

If you are travelling on the highway and smash into the car in front of you, we will pay only for damage to the other car; that's because damage to your car is not covered.

How much we pay

We will never pay more than the amount stated in the LIMIT SECTION.

Liability to Third Parties

You have cover for liability to third party property damage and accidental death or bodily injury to any person, up to the maximum amount stated in the LIMIT SECTION. This cover includes legal costs and expenses to defend any proceedings arising from your legal liability, provided that these costs and expenses have been incurred by us.

However, note that we may in some instances pay out less than the limit if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim. We may pay you the full limit or any lesser amount for which the claim may be settled to finalise a claim.

All payouts are made in Namibia, in Namibian Dollars.

We also cover you for

In addition to the standard cover outlined above, you are also covered up to the sum insured stated in the LIMIT SECTION for the following:

Liability cover when towing a trailer or caravan

We will pay for your legal liability towards a third party when a trailer or caravan, attached to your vehicle, causes accidental death or bodily injury to any person or damage to third party property.

Liability cover when other people are using your vehicle

If someone else is driving your vehicle with your permission, they too will be covered for liability as described above, provided they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- comply with the terms of this policy.

Liability cover when you are the driver of a private vehicle that does not belong to you

We will pay for your legal liability if you use a vehicle that does not belong to you provided that:

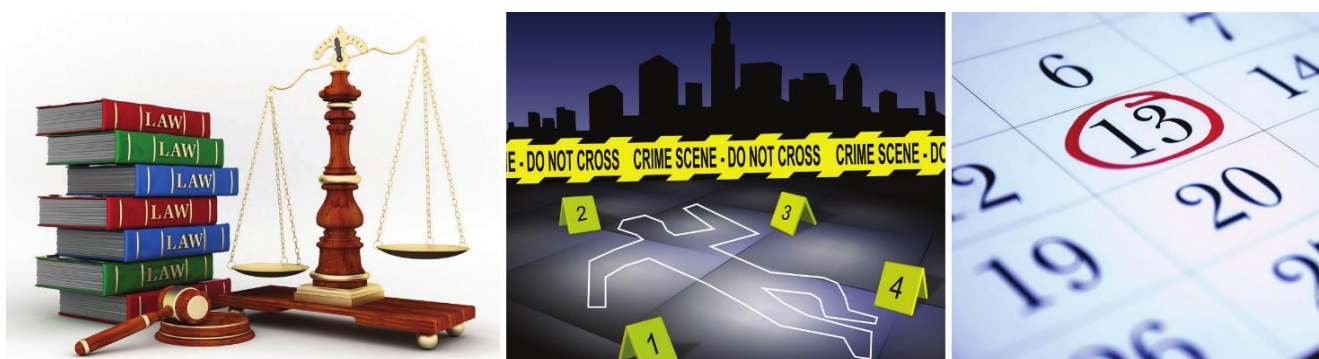
- the vehicle is a private car or light delivery vehicle;
- you are not purchasing it in terms of a credit agreement;
- the vehicle is not being used for business purposes;
- the event occurs in Namibia.

Personal Liability

This section deals with insurance cover for personal liability

What is “personal liability”?

It is simply money that you are legally liable to pay other people (third parties), if you should cause them any injury, loss or damage by accident and through your own negligence.



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Key terms to understand

| | |
|------------------|--|
| You | Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you |
| Liability | Refers to when you can be held legally liable for accidental loss or damage to property, or death or bodily injury to third parties |

The increasing cost of negligence

In today's world, people are more and more aware of their "rights". They will often not hesitate to sue you for loss or damage which they believe is due to your negligence.

Typical examples include your dog biting a passer-by, or a braai in your backyard causes a fire that burns your neighbour's house down.

How much we pay

Payouts are always limited

When you claim for personal liability, your payout will always be limited to a specific amount per accident or series of accidents any one event. These amounts are stated in the LIMIT SECTION.

However, note that we may in some instances pay out less than the full limit if we decide that it represents a fair settlement, or if we decide that it is the best way to finalise a claim.

All payouts are made in Namibia, in local currency.

Example

Your dog runs out into the street and bites a passer-by. He has to go to hospital, and incurs medical expenses of N\$95 000. If the LIMIT SECTION states that you are covered for this kind of event up to a maximum of N\$5 million, we will pay out N\$95 000.

What we cover you for

General Personal Liability

Accidental death, bodily injury or illness

We cover you for accidental death, bodily injury or illness sustained by third parties anywhere in the world.

Accidental loss or damage

We cover you for accidental loss or damage to third party property anywhere in the world.

Legal costs

As part of an insured event, we will pay for any legal costs recoverable from you or incurred with our consent.

Tenant's Personal Liability

In the home you are renting

If you are renting the home you live in (i.e. you are a tenant), we cover you for the following instances of personal liability towards the property owner:

- damage to the building caused by an insured event specified under Household Contents;
- damage to fixed sanitary-ware (for example, the bath or washbasin) or fixed glass (for example, windows or mirrors);
- damage to water, gas, sewerage, electricity or telephone connections to the building or outbuildings.

Towards your domestic worker

If you are a tenant, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment duties:

- loss or damage to their property;
- bodily injury or death.

This cover overrides any exclusion around domestic workers that may feature elsewhere in this policy.

Property Owner's Liability

For the home you own

If you own the home you live in, we cover you for the following instances of personal liability:

- loss or damage caused by an insured event specified under the Buildings Section;
- death, bodily injury, loss or damage that arises directly out of your ownership of the house specified under the Buildings Section.

Towards your domestic worker

If you are the owner of the house, we also cover you for the following instances of personal liability towards your domestic worker, provided that these arise out of their employment:

- loss or damage to their property;
- bodily injury or death.

This cover overrides any exclusion around domestic workers that may feature elsewhere in this policy.

Security-related Liability

In addition to the standard cover outlined in the preceding pages, you are also covered for the following:

Wrongful arrest

If your activities as a member of a Neighbourhood Watch (or similar voluntary non-profit organisation) result in the wrongful arrest or attempted wrongful arrest of an alleged suspect, we cover you for any sums of money that you may subsequently be liable to pay.

This is on condition that the alleged suspect is not a member of your family or household, or any person employed by you.

Activities of your security company

We cover you for any claims that may arise against you as a result of the fact that you use a legally registered security company to protect your insured property.

This includes the liability you may accept in your contract with the security company to indemnify them for events happening in and around your premises.

Electric fence

The ownership of an electric fence which may lead to bodily injury or death.

What is not covered

Judgments under US or Canadian law

You are not covered for liability arising from any judgment, award, payment or settlement made in a country that operates under the laws of the United States of America or Canada.

You are not covered either if there is a court order anywhere else in the world designed to enforce such a judgment, award, payment or settlement – unless the court order is enforceable in a Namibian court of law.

Agreements that create their own liability

You cannot, in an agreement you might sign with a third party (for example, a builder), accept liability for something that you could not reasonably be held liable for in the first place.

Example

You cannot accept liability for the actions of a builder who is renovating your home, for that is clearly his responsibility.

Punitive fines, penalties or exemplary damages

We do not cover liability arising out of any punitive fines, penalties or exemplary damages that may be awarded against you.

Seepage, pollution and contamination

You are not covered for the cost of cleaning up, removing, nullifying or reinstating any property that has been lost or damaged by seepage, pollution or contamination unless sudden and unforeseen.

Your employment, business or profession

We do not cover you for any liability arising from your employment, business or profession.

Land and buildings

You are not covered for liability arising out of the ownership of any land or buildings, unless they are insured under the Buildings Section of this policy, and the land is used for residential purposes.

Letting of property

We do not cover liability arising from the letting or renting of any property (whether movable or immovable) for monetary reward.

Use and ownership of vehicles

You are not covered for liability arising from your ownership or use of motor vehicles, quad-bikes, scooters or three-wheeled vehicles, motorcycles, golf carts, and aircraft or pleasure-craft (other than model aircraft, surfboards and paddle-ski's). This also applies if the above vehicles are used by, or are in the custody of, your domestic staff.

Death or bodily injury to employees or family

We do not cover liability for death of, or bodily injury, to you or any member of your family, or any employee arising out of their employment by you.

Loss or damage to property

We do not cover you for loss or damage to property that:

- belongs to you, your family or your employee;
- is in your custody and control;
- is in the custody and control of your directors, members, trustees or beneficiaries, or members of their families who usually reside with them, if you are a company, close corporation or trust;
- is covered under some other insurance policy.

No cover during structural alterations

We do not cover you for liability that arises out of loss or damage to property, when your home or outbuildings are being structurally altered and the loss or damage is caused by these alterations.

Fraud, assault, reckless disregard

You are not covered for liability that arises out of:

- dishonest, fraudulent or malicious acts by you;
- physical assault committed by you;
- the reckless disregard by you of the possible consequences of your actions or omissions.

Your specific responsibilities

No promises or payments without our consent

You must take all reasonable steps to ensure that you do not make any admission, offer, promise or payment in relation to a claim without our written consent.

Tell us right away of claims

If you have reason to believe that a recent event may lead to a liability claim against you – perhaps years later – you must inform us immediately.

Personal Accident

This section deals with insurance cover when you suffer injury, death or disability as a result of an accident

What is meant by “personal accident”?

It is an event that causes you injury, disability or death. It can be a simple fall that results in a broken leg, or something more serious like a car crash that leaves you in a wheelchair for life.



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Key terms to understand

| | |
|-----------------------|---|
| You | The insured person in whose name the policy is issued. It also includes any other insured person or beneficiary named in the SCHEDULE |
| Insured person | The person named in the SCHEDULE |
| Bodily injury | Injury sustained by you as a result of violent, external and accidental means |

How much we pay

We pay out the exact amount of cover selected by you. So any claim is settled simply by referring to the SCHEDULE of compensation:

| | | |
|----------------------|---|---|
| Death | - | as stated in the SCHEDULE |
| Medical expenses | - | as stated in the SCHEDULE |
| Permanent disability | - | as stated in the disability table |
| Temporary disability | - | as stated in the SCHEDULE for each week of total disablement. |

This payment will stop as soon as you are medically fit.

The payout that you receive for disability depends on the extent to which you are disabled - the more severe your disability, the higher the payout.

The payout for disability will be deducted from any amount payable for death caused by the same accident.

| DISABILITY TABLE | |
|--|---|
| DISABILITY (Total and permanent)* | Percentage payout |
| Total and permanent disability from following any employment or occupation | 100% |
| Loss of both hands or feet, or one hand and one foot | 100% |
| Loss of all sight in one eye, and loss of one hand or one foot | 100% |
| Loss of all sight in both eyes | 100% |
| Loss of all sight in one eye | 50% |
| Loss of hearing or speech | 50% |
| Loss of hearing in one ear | 15% |
| Loss of one hand | 50% |
| Loss of arm from shoulder | 75% |
| Loss of forearm | 65% |
| Loss of one foot | 50% |
| Loss of thigh | 75% |
| Loss of leg at or below knee | 65% |
| Loss of thumb (both phalanxes) | 25% |
| Loss of thumb (one phalanx) | 10% |
| Loss of index finger (three phalanxes) | 10% |
| Loss of index finger (two phalanxes) | 8% |
| Loss of index finger (one phalanx) | 4% |
| Loss of finger other than thumb or index finger | 5% |
| Loss of big toe | 5% |
| Loss of any other toe | 1% |
| Any permanent partial disability not specified above, other than loss of sense of taste or smell | A percentage consistent with the above, without regard to your occupation |

* The disability, or loss of use of the relevant parts of your body, cannot be of a temporary nature; it must be total and permanent. Loss includes loss of use, whether or not the limb or body part in question has been amputated.

What we cover you for

Bodily injury

We cover you for bodily injury sustained anywhere in the world that results in:

- death within 24 months;
- medical expenses;
- permanent disability within 24 months;
- temporary disability lasting longer than 7 days.

The bodily injury must have been sustained directly as a result of an event that was clearly violent and accidental.

Disappearance

We will pay out the death benefit if you have disappeared, or are presumed dead by a court of law. There also has to be reasonable evidence that this was as a result of an injury as defined in this section.

If you are subsequently found to be alive, the payout has to be refunded by the person to whom it was made.

Exposure

We will pay if you are injured as a result of exposure to the elements after an accident or an accident of the vehicle you are travelling in. Injury here includes the effects of thirst and starvation.

Funeral benefit

In the event of an accident giving rise to a death claim, we will pay the benefit stated in the LIMIT SECTION as a contribution towards funeral expenses.

Trauma counselling

We will pay the benefit stated in the LIMIT SECTION if you require professional counselling as a result of a violent act of theft, hold-up, hijacking or unlawful assault.

Conditions for cover

Be aware of the age limit

You must be older than 18 years and younger than 75 years to be covered by this policy. No payment will be made to anyone outside these age limits.

We may request a post-mortem

In the event of death we may request a post-mortem to be done, even if you die as a result of an injury. This will be done at our own expense.

Your specific responsibilities

Seek immediate medical treatment

In the event of an accident that could result in a claim, you must immediately see a registered medical practitioner, and follow the prescribed treatment.

Agree to regular medical examinations

You must submit yourself to any medical examination that we require of you, as and when required. We will pay for these medical examinations.

Who we pay

We pay you, or any person or beneficiary named in the SCHEDULE. In the event of your death, payment is made to your legal representatives, your estate or the person you have nominated in the policy as your beneficiary.

What is not covered

High-risk activities

We do not cover claims when engaging in activities where the risk involved is clearly high, with an increased chance of injury or death:

- parachuting, skydiving, bungee-jumping, bridge-jumping, base-jumping, hang-gliding, paragliding, polo, steeple-chase, rugby, sports of any kind on ice or snow, wrestling, martial arts, scuba diving and waterskiing;
- speed or endurance tests, and racing (other than on foot);
- flying (other than as a passenger in a licensed passenger-carrying aircraft, piloted by a qualified person);
- big-game hunting;
- mountaineering where the use of ropes or a guide is necessary.

High-risk occupations

We do not cover claims resulting from the following occupations where the risk involved is clearly high, with an increased chance of injury or death:

- a member of the armed forces;
- a crewman on a ship or oil-rig;
- underground mining and tunneling;
- the manufacture of ammunition and the refining of petroleum;
- professional sport (for example: rugby, motor-racing).

Irresponsible actions

We do not cover claims resulting from the following irresponsible actions that clearly have a high risk of injury or death associated with them:

- suicide, attempted suicide and intentional self-injury;
- willful misconduct;
- participation in any riot, civil commotion or act of terrorism;
- being under the influence of alcohol or drugs.

Certain medical conditions

We do not cover claims resulting from the following medical conditions that have a high risk of injury or death associated with them:

- insanity and neurosis;
- stress and any related conditions;
- any physical disability, infirmity, illness or disease that you already had when the policy started.

Pleasure-Craft

This section deals with insurance cover for your pleasure-craft and equipment

What is “pleasure-craft”?

This can be a motorboat, sailing boat, jet ski, wet bike, rubber duck or canoe used on water for private and leisure purposes with a maximum design speed of 100 km per hour and maximum hull length of 6 meters, along with their specified equipment and accessories.



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Key terms to understand

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| You | Includes yourself, your spouse and any members of your immediate family who normally reside with you, and are financially dependent on you |
| Third party | Someone other than yourself who is involved in an insured event – for example, the skipper of another boat that is involved in an accident with you |
| Total loss | Your pleasure-craft is so badly damaged that it cannot be repaired economically; or it has been stolen and not recovered |

Pleasure-craft (Boat) – full definition

Your pleasure-craft consists of the hull and motors. It includes all original standard equipment, as well as any accessories sold with the craft.

Other accessories, fittings and equipment may also be covered under this policy, so long as they are specified in the SCHEDULE.

How you may use your pleasure-craft

This insurance policy carefully defines how you may use your pleasure-craft in order for the cover to be valid.

Private Use

You may only use your pleasure-craft for private use (social, domestic and pleasure), as well as emergency tow-and-assist.

Tow-and-assist

You may use your pleasure-craft to lend emergency assistance to other pleasure-craft in distress. Your pleasure-craft may also be towed when in distress.

How much we pay

We will never pay more than the sum insured stated in the SCHEDULE.

If the pleasure-craft is repairable

We will make arrangements for repairs to be carried out by a qualified repairer once we decide to repair the pleasure-craft. The qualified repairer will repair your pleasure-craft to a condition substantially the same as its condition immediately before the event.

If the pleasure-craft is a write off and is less than five years old

If the boat is less than 5 years old and either written off or stolen, we may replace it with a similar new one or pay you the purchase price of a new one.

If the pleasure-craft is a write off and older than five years

If the boat is older than 5 years and either written off or stolen, we will pay you its reasonable market value. Quotations from two qualified boat dealers will be used to determine the market value.

Sails, protective covers, etc.

We will pay you the reasonable market value for sails, protective covers, erected tackle or outboard or inboard motors and batteries. We may deduct up to 33% of the replacement value for betterment as you are getting a new item in the place of the used one.

You always pay the first amount or excess

You will always have to pay the first part of any claim settlement. This is known as the excess, and is stated in the SCHEDULE.

Example

If you successfully claim N\$10 000 for the repair of your watercraft, and the excess for that claim is N\$1 000, your net payout from us will be N\$9 000.

What if you are under-insured?

If you have insured your pleasure-craft for less than its actual value – i.e. you are under-insured – then you will have to bear a proportion of any loss in the event of a claim. In calculating this, we will use the principle of average.

Your bank may take part of your payout

If you are financing your pleasure-craft with a bank or authorised credit provider, be aware of the fact that they are entitled to use your insurance payout for a write-off to settle any money that you still owe them, if they feel that this is the only way to recover the money. This is a standard clause in the contract that you signed with them when you purchased your pleasure-craft.

What we cover you for

Loss or damage

You are covered for all loss or damage to your pleasure-craft, as well as liability to any third party.

Liability to third parties

We will pay for your legal liability towards a third party if your pleasure-craft or trailer is involved in an event, other than on land, which causes:

- bodily injury to any person, or the accidental death of that person;
- damage to property.

The maximum amount we will pay is stated in the LIMIT SECTION.

We will also pay any costs and expenses incurred with our written consent to represent you at any inquest, or in defence of any claim against you.

We also cover you for

In addition to the standard cover outlined in the preceding pages, you are also covered for the following, subject to the relevant conditions and limits in the LIMIT SECTION:

Emergency and rescue expenses

We will pay any reasonable costs incurred by you to avoid or minimise loss or damage to the pleasure-craft, covered by this policy, up to the amount stated in the LIMIT SECTION.

Transit by land

We will pay for any loss or damage sustained by your pleasure-craft while it is being transported by road, on a roadworthy vehicle or trailer. This includes loading and offloading, but excludes any scratching or denting.

Sighting expenses

We will pay you for the cost of sighting (checking for damage) to the underwater section of the hull after grounding.

Water-skiers' liability

Your liability to third parties also includes liability arising out of people being towed by you and engaging in water sport such as skiing, aquaplaning, kiting and paragliding.

Tow-and-assist

We will pay any reasonable costs incurred by you to tow and assist other pleasure-craft in distress, or to summon emergency assistance. In all such cases, you must supply us with a copy of the official incident report to the relevant authorities.

Other people using your pleasure-craft

If someone else is piloting your pleasure-craft with your permission, they too will be covered, provided that they:

- have never, to your knowledge, been refused insurance;
- are not entitled to compensation under any other policy;
- are not piloting the pleasure-craft as an employee of a shipyard, slipway, yacht club or similar organization;
- comply with all the terms and conditions of this policy.

What is not covered

Use of the pleasure-craft

We do not pay if you use the pleasure-craft for:

- more than 12 nautical miles from the shoreline of Namibia, as well as that of neighbouring countries;
- taking part in, or practicing for, racing, speed tests or trials;
- being navigated single-handedly in open waters;
- towing or salvaging other pleasure-craft, other than one in distress;
- being towed, other than when in distress, or when laying up or being fitted out for repairs;
- being chartered or hired out;
- carrying fare-paying passengers;
- being used for purposes other than private use.

Illegal activities

We will not cover you for any loss, damage or liability:

- for loss or damage arising from the fact that your pleasure-craft is not seaworthy, or hasn't been maintained;
- that arises when you or anybody else are piloting or towing your pleasure-craft while:
 - the person piloting or towing the pleasure-craft was under the influence of intoxicating liquor or drugs; or
 - the alcohol content in the person piloting or towing the pleasure-craft blood exceeded the legal limit; or
 - the person piloting or towing the pleasure-craft refused to submit to any test to determine the level of alcohol or drugs in their blood when reasonably requested to do so by the authorities.

This is irrespective of the method used to determine the degree of intoxication – for example, a breathalyser test, blood test or witness statements.

- Whilst the pleasure-craft is being moved or towed by any person on land who does not have a valid driver's license;
- Whilst the pleasure-craft is in the control of any person who does not have a valid Certificate of Competence, as required by legislation.

Incidents not covered

- There is no cover for loss or damage if the pleasure-craft is left unattended off an exposed beach or shoreline.
- There is no cover for theft of motors or if they fall overboard, unless they have been bolted or chained to the hull.
- There is no cover for theft of motors unless the pleasure-craft is stolen at the same time, or there are clear signs of forced entry to the pleasure-craft or place of storage or the outboard motor is securely chained or bolted to it.
- There is no cover for loss or damage to sails and protective covers torn by the wind, or blown away while being hoisted.
- There is no cover for loss or damage to motors, electrical machinery, batteries and their connections, unless caused by other damage to the pleasure-craft, or there has been forced entry to or exit from the pleasure-craft or place of storage. This exception shall not apply if the damage is caused by collision with submerged objects.
- There is no cover for loss or damage resulting from the actions of domestic pets – for example, scratching, biting, chewing, tearing or soiling.
- There is no cover for loss or damage resulting from pests such as moths, rodents or vermin.

Other events and risks not covered

We do not cover the following:

- depreciation, wear and tear, gradually operating causes;
- reduction in value caused by repairs, lack of use or alterations;
- mechanical, electrical or electronic breakdown, and failure or breakage, unless this is the result of other damage to the pleasure-craft;
- loss or damage arising from the fact that your pleasure-craft was defectively designed or constructed.

Liability events and risks not covered

We do not cover:

- seepage, pollution or contamination, or the cost of removing, nullifying or cleaning, unless it is caused by a sudden, unintended and unforeseen occurrence;
- loss or damage to property for which you are responsible while conveyed on the pleasure-craft except if it belongs to passengers or waterskiers;
- death or bodily injury:
 - to a member of your family who usually resides with you;
 - to your employee, arising out of and in the course of their employment by you;
 - due to any advice or treatment, other than first-aid treatment, given or administered by you or by any person acting on your behalf.
- liability of a third party accepted by you in an agreement, unless you would have been liable even without the agreement;
- conveying the pleasure-craft by land.

Your specific responsibilities

You must have a skipper's license if required by law, and be 16 or older

In the event of a claim, you must be able to show us that you had a valid skipper's license at the time, and are 16 years of age or older.

This also applies to any person who may have been piloting your pleasure-craft at the time with your permission.

If the pleasure-craft is conveyed on land, the driver must have a valid driver's license.

A valid skipper's, driver's or learner's license is one that:

- has been obtained from the correct authority, for the correct category;
- has been renewed on time;
- has not expired, or been cancelled or suspended.

You must return the pleasure-craft to Namibia

If loss or damage occurs to the pleasure-craft outside Namibia or South Africa but within the territorial limits, you are responsible for all costs you incur in bringing the pleasure-craft back to Namibia. We do not compensate you for these costs. Until the pleasure-craft has been brought back to Namibia, we will not consider any claim for loss or damage to the pleasure-craft.

Extended Liability

This section deals with extended insurance cover for personal liability

What is “personal liability”?
It is simply money that you are legally liable to pay other people (third parties), if you should cause them any injury, loss or damage by accident and through your own negligence.



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Key terms to understand

Underlying Insurance

an existing insurance policy in force with:

1. A registered South African, Namibian, Botswana or Mozambican Insurer which covers one or more of the following:
 - Personal Liability
 - Property Owner's Liability
 - Tenant's Liability
 - Motor Liability
 - Pleasure-craft Liability
2. Any Insurer in the world which covers one or more of the following:
 - Motor Liability
 - Pleasure-craft Liability
 - Property Owner's Liabilityfor any motor vehicle hired, leased or owned by **You**, outside the territories mentioned in 1 above.

You

includes yourself, your spouse, and any members of your immediate family who normally reside with you and are financially dependent on you

How much we pay

The amount we pay which is stated in the SCHEDULE includes all legal costs and expenses:

- recoverable from you by or on behalf of any third party;
- incurred by you with our written consent (which we will not withhold unreasonably).

What we cover you for

We will compensate you up to the amount stated in the SCHEDULE for all sums which you become legally liable to pay as damages arising from any event occurring during the period of insurance anywhere in the world.

This indemnity will only be effective to the extent that:

- it is not covered in terms of the insuring clause and/or insurable events clause and/or operative clause of any Underlying Insurance; or
- it is not covered by reason of an exclusion in any Underlying Insurance; or
- the amount of liability for damages exceeds the limit of indemnity of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of the limit of indemnity of the Underlying Insurance. For the purposes of this insurance the full amount of indemnity of the Underlying Insurance is deemed to be a minimum of N\$2 million.

What is not covered

This insurance excludes any liability:

- for any judgment, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or for any order made anywhere in the world to enforce such a judgment, award or settlement either in whole or in part);
- arising out of and in the course of your employment, business or profession. This includes but is not limited to the sale of any goods or providing any service for a fee, reward or any other form of payment;
- arising out of the letting and/or hiring out of any movable or immovable property or part of that property for a fee, reward or any other form of payment, other than a garden flat, granny flat, cottage or like structure situated on the same property as the one on which you normally reside;
- for the first N\$10 000 of any claim in relation to any property hired, leased or borrowed by you;
- arising out of your reckless disregard of the possible consequences of your acts or omissions;
- of one person included in this policy to another person included in this policy or a person who was included in this policy;
- arising out of loss of or damage to property that is covered under any other insurance policy providing cover similar to this policy;
- arising out of the ownership or use of any aircraft other than model aircraft or hang-gliders or para-gliders;
- which is the subject of legislation controlling the use of any motor vehicle or trailer and for which you must take out insurance or furnish security;
- where the State or a government body or authority has accepted liability;
- for any claim for Motor or Pleasure-craft Liability unless the liability is covered by any of the Underlying Insurances, or if the claim is excluded only because of territorial restrictions;
- where the overall length of the pleasure-craft is greater than 8 metres;
- for loss of or damage to any self-propelled vehicle, trailer, caravan, pleasure-craft or aircraft in your care, custody or control;
- arising out of any dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by you;
- for the payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties unless it can be proved that the liability would have arisen without these clauses or warranties;
- for any debt;
- for the failure to pay maintenance or alimony or any amounts following a breach of promise;
- arising out of the purchase, sale, barter or exchange of any property or your failure to comply with any of these obligations;
- for the first N\$5 000 of any claim arising from the suspension or termination of employment of any domestic worker;
- arising out of any condition directly or indirectly caused by or associated with Human Immune Deficiency Virus (HIV) including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation thereof.

Your specific responsibilities

- This indemnity is subject to a valid Underlying Insurance being in force at the time of the event. The Underlying Insurance must substantially provide the same kind of cover you are claiming for under this indemnity and you must not be in breach of any of the conditions of the Underlying Insurance.
- This indemnity is governed by the laws of South Africa, Namibia, Botswana or Mozambique (depending on where the Underlying Insurance was issued) whose courts shall have exclusive jurisdiction in any dispute.
- You must give us written notice as soon as possible of any event that may give rise to a claim under this section of the policy and you must furnish any further information we may reasonably require. Every claim, summons or legal process and all related documents must be forwarded to us as soon as possible. An unintentional failure to give notice as required because you could not reasonably have anticipated that the event would give rise to a claim under this section of the policy will not be viewed as a breach of this condition.
- Where any claim or part of a claim is not covered by an Underlying Insurance, we may take over and conduct in your name the defense, recovery or settlement of any claim that we have accepted. You must give all necessary information and assistance we may need.
- If the cover provided by this section of the policy is also provided by any other liability insurance we will not pay more than our proportion of the loss.
- We may pay you the maximum amount of cover (deducting any amounts already paid) for any claim made, or any lesser amount for which the claim may be settled. Thereafter, we shall have no further liability in respect of the matter.
- You cannot make any admission, offer, promise or payment in regard to any claim under this section of the policy without our written consent. You must take all reasonable steps to ensure that the Underlying Insurer complies with this condition and also co-operates with us in the defense and settlement of any claim covered by an Underlying Insurance and this section of the policy. The costs incurred in exercising any subrogation rights and any amount recovered will be shared by us and the Underlying Insurance according to the sums paid or payable under the respective policies.

NATIONAL SPECIAL RISKS INSURANCE ASSOCIATION

(INCORPORATED ASSOCIATION NOT FOR GAIN)

Reg. No. 21/87/201

HEAD OFFICE: 3rd FLOOR, NAMLEX CHAMBERS, INDEPENDENCE AVENUE, WINDHOEK, NAMIBIA

COUPON POLICY FOR SPECIAL RISKS INSURANCE

In consideration of the premium stated in the SCHEDULE and subject to the Nominated Insurer's Policy being current and valid at the effective date as stated in the SCHEDULE, the National Special Risks Insurance Association (Incorporated Association not for Gain) (hereinafter called "the Association") will by payment or at its option by reinstatement or repair indemnify the Insured during the Period of Insurance up to an amount not exceeding the total sum insured in respect of each item and not exceeding during the said Period of Insurance the total insured value or N\$140 000 000 (one hundred and forty million Dollars) whichever is less against loss of or damage to the property insured directly related to or caused by:

- (i) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any civil commotion, labour disturbance, riot, strike, lockout or public disorder, or any act or activity which is calculated or directed to bring about any of the above;
- (iv) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above;

PROVIDED that:-

- (1) Notwithstanding anything to the contrary, where the Insured is insured by more than one current and valid insurance (other than Contract Works and/or Construction Plant and/or Motor) issued by or on behalf of the Association, the aggregate liability of the Association under all such insurances which commence during the same calendar year, shall be limited to the total of the sums insured by the said insurances or N\$140 000 000 (one hundred and forty million Dollars) whichever is less.
- (2) Such loss or damage occurring during any consecutive period of 72 hours shall be treated as one Loss Event and shall not be separated.

PROVIDED FURTHER that this insurance does not cover:-

- (a) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured, which shall be limited to a period not exceeding that required to render the building tenable;

-
- (b) loss or damage resulting from total or partial cessation of work, or the retardation or interruption or cessation of any process or operation;
 - (c) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority;
 - (d) the First Amount Payable as stated in the SCHEDULE and any endorsement hereto, of all loss or damage from one Loss Event.

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited, to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

SPECIAL CONDITIONS

1. It is a condition precedent to any liability that at the time of the happening of any occurrence giving rise to a claim in terms of this Coupon Policy, there shall be in force the Nominated Insurer's Policy (or such other policy as may be permitted by the Association) covering the interest of the Insured in all the property insured by this Coupon Policy against loss or damage by fire.
2. Apart from any excess, deductible or similar payment to be met by the Insured all terms, conditions, exclusions, exceptions and warranties applicable to the Nominated Insurer's policy, other than:-

- (a) Exceptions (i), (iii)(b), (iv), (v), (vi) and (vii) to the extent that (vii) refers to (i), (iii)(b), (iv), (v) and (vi),

and

- (b) The Burden of Proof to which the above Exceptions are subject;

shall be deemed to be incorporated in this Coupon Policy and shall as a condition precedent to any liability hereunder relate to and be complied with by the Insured accordingly.

Memorandum

The reference to Exceptions (i), (iii)(b), (iv), (v), (vi) and (vii) and to the "Burden of Proof" to which they are subject is a reference to those exceptions as they appear in the Standard NIA Exceptions which the Nominated Insurer is obliged to incorporate in his Policy. Should the numbering in the Nominated Insurer's Policy not correspond with the numbering of

the Standard NIA Exceptions, the above references shall apply to the corresponding exceptions in the Nominated Insurer's Policy *mutatis mutandis*.

3. If the property covered hereby shall at the commencement of any destruction of or damage to such property by any peril insured hereby be collectively of greater value than the total sum insured stated herein, then the Insured shall be considered as his own insurer for the difference and shall bear a rate-able share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.
4. Any clause or condition in the Nominated Insurer's Policy relating to Adjustment of Premium, Automatic Reinstatement of Loss or (insofar as they relate to Motor Vehicles) Reinstatement Value Conditions shall not be applicable to this Coupon Policy, except as permitted by the Association.
5. Notwithstanding anything to the contrary contained in the Nominated Insurer's Policy, no claim shall be payable after the expiry of 24 months or such further time as the Association may allow from the happening of any event unless the claim is the subject of pending legal action.
6. This Coupon Policy may be cancelled at any time at the request of the Insured but in such cases a refund of premium shall become payable only if the circumstances satisfy the requirements of the Association's Regulations. The Association may also cancel the Coupon Policy by giving 30 days' notice in writing to the Insured at his last known address and by refunding pro-rata premium.
7. No alteration of this Coupon Policy is valid unless signed by a Director of the Association.

NATIONAL SPECIAL RISKS INSURANCE ASSOCIATION

(INCORPORATED ASSOCIATION NOT FOR GAIN)

Reg. No. 21/87/201

HEAD OFFICE: 3rd FLOOR, NAMLEX CHAMBERS, INDEPENDENCE AVENUE, WINDHOEK, NAMIBIA

MOTOR POLICY OF INSURANCE FOR SPECIAL RISKS**in respect of property as defined****DEFINITIONS**

1. Wherever the term “the Association” is used it shall refer to the National Special Risks Insurance Association (Incorporated Association not for Gain).
2. Wherever the word “property” is used it shall be deemed to mean any motor car or other vehicle, trailer, implement or machine of any description for specific operational purpose with or without means of self-propulsion capable of being driven or towed on any road and any accessories or spare parts while thereon.

WHEREAS the insured has paid or agreed to pay the premium stated in the SCHEDULE to this Policy (which SCHEDULE shall form an integral part of the Policy) to the Association as consideration for the insurance hereinafter contained in respect of loss or damage occurring during the Period of Insurance stated in the SCHEDULE of this Policy.

NOW the Policy declares subject to the terms, exceptions and conditions contained herein that the Association will indemnify the Insured against loss of or damage to the property described in the SCHEDULE directly related to or caused by:-

- (i) any act (whether on behalf of any organisation, body, person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any local or tribal authority with force, or by means of fear, terrorism or violence;
- (ii) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any State or Government, or any local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
- (iii) any civil commotion, labour disturbance, riot, strike, lock-out or public disorder, or any act or activity which is calculated or directed to bring about any of the above;
- (vi) any attempt to perform any act referred to in clause (i), (ii) or (iii) above;
- (v) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii) or (iv) above;

The Association may at its option repair or replace such property or any part thereof or may pay in cash the amount of the loss or damage not exceeding the reasonable market value (including VAT) of the property insured in the SCHEDULE of the Policy subject (where applicable) to Condition 1 of this Policy. If the property insured is the subject of a hire purchase or similar agreement and the seller or lessor (hereinafter referred to as the “Owner”) is interested in any monies which would be payable to the Insured under this Policy in respect of loss of or damage to the property insured (which loss or damage is not made good by repair or replacement) such monies shall if so requested in writing be paid to

the said Owner and/or to the Insured to the extent of their respective interests as long as they are interested in the said property, and their receipt shall be a full and final discharge of the Association in respect of such loss or damage. Save as herein expressly provided nothing herein shall modify or affect the rights and liabilities of the Insured or the Association under or in connection with this Policy or any Condition or term thereof.

In the event of any part, accessory or fitment of whatsoever nature needed to repair or replace damage to the property insured being unprocurable in Namibia or in the Republic of South Africa as a standard ready manufactured article or in the event of such article being denied to the Insured for any reason, the liability of the Association shall be met by payment of a sum equalling the value of the said article at the time of the loss or damage but not in any case exceeding the manufacturer's last list price operative in Namibia or in the Republic of South Africa.

If the property insured under this Policy is disabled by reason of any loss or damage, the Association will pay the reasonable cost of protection and removal to the nearest repairers. The Association will also pay the reasonable cost of the delivery to the Insured after repair of such loss or damage not exceeding the reasonable cost of transport to the address of the Insured in Namibia.

EXCEPTIONS

This Policy does not cover:

1. Consequential loss from any cause whatsoever, depreciation of any nature which shall mean diminution in value however arising of the insured property consequent upon its having sustained damage insured and continuing after the repair of such damage , wear and tear and mechanical or electrical breakdown failure or breakage.
2. Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisitioning by any lawfully constituted authority.
3. Any loss or damage related to or caused by:-
 - (i) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (ii) mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - (iii) the act of any lawfully established authority in controlling, preventing, suppressing, or in other way dealing with any occurrence referred to in clause (i) or (ii) above.
4. Any claims arising out of any liability assumed by the Insured by agreement unless such liability would have attached to the Insured in the absence of such agreement.
5. Any loss or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or consequential loss directly or indirectly caused by or contributed to by or arising from ionising from radiation or contamination by radioactivity from any nuclear fuel or from any 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.
The indemnity provided by this Policy shall not apply to nor include any loss, destruction or damage directly or indirectly caused by or contributed to by or arising from nuclear weapons material.
6. The first N\$250 of each and every claim.

This is not applicable to claims for damage to windscreens and permanent window glass where no other damage has been caused (motor cars only). In respect of such claims the insured shall pay N\$100.00 of each and every claim. If more than one vehicle is covered by the policy, the above provisions shall apply as if a separate Policy had been issued in respect of each such vehicle.

NUCLEAR/CHEMICAL/BIOLOGICAL TERRORISM EXCLUSION

It is agreed that, regardless of any contributory cause(s), this insurance does not cover any loss(es) in any way caused or contributed to by an act of terrorism involving the use or release or the threat thereof of any nuclear weapon or device or chemical or biological agent.

For the purpose of this exclusion an act of terrorism means an act, including but not limited, to the use of force or violence and/or threat thereof, of any persons or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or personal purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

If it is alleged that by reason of this exclusion any loss(es) is not covered by this Coupon/Policy the burden of proving the contrary shall be upon the Insured.

All other terms and conditions remain unchanged.

CONDITIONS

1. Claims Procedure

On the happening of any loss or damage the Insured shall as soon as reasonably possible give notice thereof in writing to the Issuing Company. The Insured shall give to the Association all such proofs and information in connection with the claim as may reasonably be required.

2. Subrogation

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

3. Contribution

If at the time any claim arises under this Policy there is any other existing insurance covering the same loss or damage, the Association shall not be liable to pay or contribute more than its reasonable share of any loss or damage.

4. Precautions

The Insured shall take all reasonable steps to safeguard from loss or damage of the property described in the SCHEDULE to this Policy.

5. Transfer

Nothing contained in this Policy shall give any rights against the Association to any person other than the Insured or the Owner. The Association shall not be bound by any passing of the interest of the Insured otherwise than by death or operation of law.

6. Limitation

In no case whatsoever shall the Association be liable under this policy after the expiration of 24 months from the happening of the event unless the claim is than the subject of pending legal action.

7. Average (Motor Dealer or Fleet Owner)

In the property insured hereby shall at the commencement of any destruction of or damage to such property be of greater value than the total value stated in the SCHEDULE to the Policy, the Insured shall be considered as being his own Insurer for the difference and shall bear a reasonable share of the loss accordingly.

8. Total loss of Property

If any vehicle described in the definition of "property" above be treated as a total loss by the Association then all cover in terms of this Policy shall terminate in respect of such vehicle from the date of such total loss and no refund of premium shall be payable to the Insured.

9. Validity

This Policy shall not be valid unless countersigned by the Issuing Company.

10. Alteration of use of property Insured

The Association shall not be liable in respect of any loss of or damage to the property if at the time of such loss or damage the property was being used by the Insured or any person acting with the knowledge of the Insured in any manner which would ordinarily have required the property to be insured in a higher rated category than that used for determining the premium shown in the SCHEDULE.

11. Territorial Limitation

The cover is restricted to property in Namibia and extends to apply whilst temporarily in South Africa.

12. Cancellation

This Policy may be cancelled at any time at the request of the Insured but in such cases a refund of premium shall become payable only if the circumstances satisfy the requirements of the Association's Regulations. The Association may also cancel the Policy by giving 30 days' notice in writing to the Insured at his last known address and refunding pro-rata premium.

13. Fraud

If the claim be in any respect fraudulent or if any fraudulent means or advice be used by the Insured or any one acting on his behalf to obtain any benefit under this policy or if any destruction or damage be occasioned by the willful act and with the connivance of the Insured, all benefit under this policy shall be forfeited.

14. Misrepresentation

This policy shall be voidable in the event of any material misrepresentation, misdescription or nondisclosure.

WARNING

1. Do not sign any blank or partially completed application forms.
2. Complete all forms in ink.
3. Keep all documents handed to you.
4. Make notes as to what is said to you.
5. Don't be pressurised to buy this Policy.
6. Incorrect information or non-disclosure by you may impact on any claims you may submit.

COMPLAINTS PROCEDURE

If you have a complaint about this policy or the service you received from us, please contact:

The Manager

Hollard Insurance Company of Namibia Limited

Reg. No 2003/049

PO Box 5077

Windhoek

Namibia

Tel: +264 61 422 300

Fax: +264 61 422 349

Website: www.hollard.com.na



Hollard.
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