



HOUSEOWNERS

DEFINITION

For this section

1. You/your/yourself means the policyholder named in the schedule.
2. The private residence shall mean the building and outbuildings, landlord's fixtures and fittings, water, sewerage, gas, electricity and telephone connections, paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel), walls, gates and fences (excluding hedges), swimming pools (other than pools that are built above ground level and vinyl lined pools), including fixed filtration plant, pool safety nets and covers, water-pumping machinery (not automatic pool cleaners), tennis courts, sauna and spa baths belonging to you and situated at the risk address shown in the schedule.
3. Reinstatement means, if the private residence is
 - 3.1 destroyed, we will rebuilt it
 - 3.2 damaged, we will repair the damaged portionas nearly as possible to its condition when new.

COVER PROVIDED

1. INDEMNITY TO YOU

Following loss or damage to the private residence arising from or caused by an insured event

We may choose by payment or by reinstatement or by repair to indemnify you provided if at the time of the loss or damage, the value of the private residence including the cost of demolition and professional fees insured by the section amount to more than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss

or

you may choose within six months of the date of loss or damage to personally reinstate the private residence on the same site (or on another site and in the way you want subject to our liability not being increased) as nearly as possible to its condition when new, provided

- 1.1 the reinstatement must be started and finished in a reasonable time otherwise we will settle in terms of 1.1
- 1.2 we will not be liable for the costs of reinstatement exceeding the cost which would have been payable in terms of 1.1 until such cost has been incurred by you
- 1.3 if at the time of reinstatement the cost including the cost of demolition and professional fees insured by this section which would have been incurred in reinstating the private residence had it been totally destroyed exceeds the sum insured on the private residence



at the time of the loss or damage, you will be your own insurer for the difference and will bear a rateable proportion of reinstatement

2. INSURED EVENTS

The insured events are

- 2.1 Fire, lightning, explosion
- 2.2 Deliberate or willful acts excluding loss or damage caused by or arising from theft or attempted theft
- 2.3 Storm or flood excluding loss or damage
 - 2.3.1 to gates and fences other than metal palisades and any motor attaching thereto
 - 2.3.2 directly caused by movement of the land supporting the private residence even if such movement is directly or indirectly caused by storm or flood. This exclusion will not apply to the removal of land and supporting the private residence by flowing surface water
 - 2.3.3 caused by wear and tear or gradual deterioration
- 2.4 Earthquake
- 2.5 Bursting, leaking or overflowing of water apparatus or fixed oil-fired heating apparatus
- 2.6 Theft or attempted theft provided that if the private residence is vacant there is forcible, and violent entry or exit
- 2.7 Impact by animals, vehicles, trees or parts of trees, aircraft and other aerial devices or articles dropped therefrom
- 2.8 Breakage or collapse of fixed radio or television aerials, satellite dished or masts

3. GLASS AND SANITARYWARE

In the event of accidental breakage in the private residence (except when it is vacant) of

- 3.1 fixed glass
- 3.2 fixed sanitaryware excluding chipping, scratching or disfiguration

4. RENT

If the private residence becomes temporarily uninhabitable as a result of an insured loss or damage we will pay for the period necessary for reinstatement and for an amount not exceeding 25% of the sum insured on the private residence. The amount payable will be based on the annual rent (at the time of occurrence of the foresaid damage) of the aforesaid private dwelling house unfurnished or its equivalent in rental value.



5. WATER-PUMPING MACHINERY

In the event of accidental loss or damage (not directly or indirectly due to wear and tear) to fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use we will pay for or choose to repair or replace it up to a maximum amount of R5 000 any one claim.

6. PUBLIC SUPPLY OR MAINS CONNECTIONS

In the event of accidental loss or damage to water, sewerage, gas, electricity or telephone-connections belonging to you or for which you are responsible between your private residence and the public supply we will pay for or may choose to repair them

7.. PUBLIC AUTHORITIES REQUIREMENTS

We will pay cost necessarily incurred in repairing or rebuilding in accordance with the requirements of public authorities following loss of or damage to the private residence by an insured event excluding the requirements of public authorities relating to defective workmanship, design, plan or specification.

8. FIRE BRIGADE CHARGES

If the authorities charge you with the cost of fire extinguishing following fire damage to the private residence we will indemnify you.

9. DEMOLITION AND PROFESSIONAL FEES

We will pay cost necessarily incurred by you with our written consent

9.1 in demolishing the private residence, removing debris from the site and erecting hoardings required for building operations

9.2 for architects' quantity surveyors' and consulting engineers' fees

9.3 for local authorities scrutiny fees

following loss of or damage to the private residence by an insured event.

10. SECURITY GUARD

We will indemnify you for costs reasonably and necessarily incurred in employing a security guard following loss or damage caused by an insured event up to R5 000 any one claim

11. LOSS OF WATER BY LEAKAGE

We will indemnify you for cost of water lost through leakages from pipes in the private residence or on its grounds where you are responsible to pay the charge for such water subject to the following

11.1 only in the event of the quarterly reading of water consumption exceeding the average of the last previous four quarterly readings by 50% or more we will indemnify you for the cost of such additional water consumed up to a limit of R5 000, If less than 50% no indemnity will be provided.



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- 11.2 up to R5 000 shall be payable for not more than 2 separate incidents in any 12 month period of insurance
- 11.3 it shall be a condition precedent to liability under this extension that you shall upon discovery of a leak (by physical evidence or on receipt of an abnormally high water account) take immediate steps to repair the pipe(s) affected
- 11.4 this extension does not cover the cost of remedial action including repairs to the pipe(s) affected
- 11.5 we shall not be liable for claims
- 11.5.1 as a result of leaking taps, geysers, toilet systems and swimming pools
- 11.5.2 whilst the private residence is unoccupied for a period in excess of 30 days
- 11.5.3 where the water level of a swimming pool has to be topped up as a result of a leaking inlet or outlet pipe

12. REMOVAL OF FALLEN TREES

We will pay cost necessary incurred by you with our written consent for the removal of fallen trees from the private residence following an insured event, up to R5 000 in any 12 month period of insurance.

13. PROPERTY OWNERS LIABILITY

INDEMNITY TO YOU

- 13.1 If you become legally liable to pay compensation as owner of the private residence for accidental death, bodily injury or illness or accidental loss of or damage to property occurring during the period of insurance we will indemnify you up to the amount shown in the schedule for any one accident or series of accidents arising out of one event including costs and expenses recoverable by any claimant from you and incurred with our written consent.

13.2 EXCLUSIONS

We will not indemnify you for

13.2.1 compensation payable to

- 13.2.1.1 you or any member of your family normally resident with you
- 13.2.1.2 any person acting in the course of their employment with you at the time of the accident other than domestic staff
- 13.2.1.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust

13.2.2 compensation payable for loss of or damage to property in the custody or control of

- 13.2.2.1 you or any member of your family normally resident with you
- 13.2.2.2 any person acting in the course of their employment with you at the time of the accident

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- 13.2.2.3 your directors, members, trustees or beneficiaries or members of their families normally resident with them if you are a Company, Close Corporation or Trust
- 13.2.3 compensation payable directly or indirectly due to
 - 13.2.3.1 your employment, business or profession
 - 13.2.3.2 the ownership of land or buildings (other than the private residence insured by this Section and land upon which they are situated provided the land is used for residential purposes)
 - 13.2.3.3 the occupation of land or buildings, other than your private residence
 - 13.2.3.4 the use of any motor vehicle, caravan, trailer air or water craft (other than model aircraft, surfboard or paddle ski) owned by or in the custody and control of yourself or your domestic staff
- 13.2.4 liability accepted by agreement which would not have attached in the absence of the agreement

SPECIAL CONDITIONS

1. FIRST AMOUNT PAYABLE

In respect of any occurrence giving rise to a claim in terms of this section other than Property Owners Liability you will be responsible for the First Amounts Payable shown in the schedule.

2. BUILDING OPERATIONS

While the private residence is being structurally altered cover provided by 3. Glass and Sanitaryware, 4. Rent and 13. Property Owners Liability will not apply to loss, destruction, damage or liability arising directly or indirectly from such an alteration.

3. MORTGAGEE

The interest of the mortgagee

- 3.1 ranks prior to your interest
- 3.2 is limited to the amount owing to the mortgagee by you on the home loan account in respect to the insured private residence
- 3.3 will not be invalidated by any act or omission of yours if such act or omission occurs without the mortgagee's knowledge



4. TENANTS

This insurance will not be invalidated by any act or omissions of a tenant of yours provided you notify us as soon as such act or omission comes to your knowledge.

OPTIONAL COVER – APPLIES WHEN INDICATED IN THE SCHEDULE

1. SUBSIDENCE

Damage caused by sudden and unforeseen, subsidence or landslip, provided that the insured shall bear the first portion of each and every claim up to an amount calculated at 1 percent of the sum insured as stated in the schedule.

This extension does not cover

1.1 damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences.

1.2 damage caused by or attributable to

- (a) faulty design or construction of, or the removal or weakening of support to any building situated at the insured premises
- (b) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises
- (c) excavation on or under land other than excavations in the course of mining operations

1.3 consequential loss of any kind whatsoever except loss of rent.

1.4 normal settlement, shrinkage or expansion of the building,

1.5 active soils, except where professional engineering design precautions have been implemented during construction,

1.6 the densification of made up ground or infill or by inadequate compaction of filling,

1.7 damage from a cause which existed prior to the commencement of the policy,

1.8 solid floor slabs or any other part of the building resulting from the movement of such slabs, unless The foundations supporting the external walls of the building are damaged by the same cause at the same time,

1.9 work necessary to prevent further destruction or damage due to subsidence or landslip except where appropriate design precautions were implemented during the original construction of the building and any subsequent additions thereto.

1.10 Sudden and Unforeseen damage caused as a result of the contraction and or expansion of soil as is experienced in clay and other similar types of soil

1.11 Sudden and Unforeseen Loss or damage occasioned by happening through, or in consequence of coastal, river, dam or watercourses erosion.

In any action suit or other proceeding where the company alleges that, by reason of the provisions of this extension, any damage is not covered by this insurance, the burden of proving the contrary shall be upon the insured.

Definitions

- 1. Subsidence: the downward movement of a site on which buildings may or may not stand, from causes unconnected with the building (if present).



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2. Landslip: the downward and/or sideways movement of sloping ground resulting from the action of self weight stresses and imposed loadings exceeding the available strength of the ground.
3. Settlement: the downward movement of a site due to the application of superimposed loading which is the wholly natural effect of superimposing a load on a site and is unpredictable.
4. Active Soils: a soil that changes in volume to varying degrees in response to changes in moisture content, i.e. the soil may increase in volume (heave or swell) upon wetting and decrease in volume (shrink) upon drying out.