

# Flexiflite Insurance

## Domestic buildings section



### Defined events

Loss of or damage (damage) to the Building(s) at the address stated in the schedule, by

1. fire.
2. lightning.
3. explosion.
4. storm, wind, water, hail or snow excluding damage
  - (a) to gates, fences and retaining walls, or
  - (b) caused by subsidence or landslip.
5. earthquake.
6. bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes.
7. theft (or any attempt thereat) accompanied by forcible and violent entry into or exit from such Building but excluding the first 10 percent or R1,000 whichever is the greater of any claim whilst the Building(s) are unoccupied. If any Building insured becomes unoccupied for more than 60 days in any one calendar year, this item is suspended as regards the property affected unless the insured before the occurrence of the damage obtains written agreement of the company to continue this event.
8. impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes, vehicles or property in or on such vehicles.
9. breakage or collapse of radio or television aerals or masts including satellite dishes.
10. aircraft and other aerial devices or articles dropped therefrom.

### Limits of indemnity

The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

#### Clause 11. **Repairs and measures after loss:**

(a) temporary repairs and other measures	R5,000
(b) (ii) emergency accommodation	R5,000

### First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

1. Basic	Per schedule
2. Subsidence and Landslip	1% of sum insured on the property subject to a minimum of R500.

### Specific condition

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

### Definition

Building(s) shall mean the building of the private residence(s) (constructed of brick stone or concrete with slate tile concrete asbestos or metal roof except as specifically mentioned) and all private garages and outbuildings walls gates and fences (other than hedges), and structure or fabric of swimming pools (including filtration plant), sauna baths, tennis courts, borehole motors, squash courts, brick tar or concrete driveways paths or patios on the same premises and used solely in connection therewith including Landlord's Fixtures and Fittings, therein or thereon.

### Extentions and clauses

#### 1. **Reinstatement value conditions**

The insured may choose within six months of the date of damage to reinstate the property insured on the same site (or on another site and in a manner suitable to the insured's requirements subject to the company's liability not being increased) as nearly as possible to its condition when new, provided

- (a) the reinstatement must be started and finished in a reasonable time, otherwise no payment will be made beyond the amount which would have been payable had these conditions not been incorporated in this section.
- (b) the insured must have actually incurred the cost of reinstatement.
- (c) if at the time of reinstatement the cost, including the cost of demolition and professional fees, which would have been incurred in reinstating the property insured had it been totally destroyed exceeds the sum insured at the time of destruction or damage, the insured shall be considered as being their own insurer for the difference and will bear a rateable proportion of reinstatement.

## 2. Capital additions

This section covers alterations, additions or improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20 percent of the sum insured thereon provided the insured advise the company of such alterations as soon as reasonably possible and pay any additional premium required.

## 3. Professional and other rebuilding costs

The company will pay costs necessarily incurred by the insured with its written consent

- (a) in demolishing the property insured, removing debris from the site and erecting hoardings required for building operations;
  - (b) for architects' quantity surveyors' and consulting engineers' fees;
  - (c) for local authorities' scrutiny fees;
- following a defined event, and provided that the amount payable under this extension shall not exceed 20 percent of the sum Insured in respect of the Building(s).

## 4. Loss of rent

If the building becomes uninhabitable as a result of a defined event the company will pay the insured up to 25 percent of the sum insured. The amount payable will be based on

- (a) the period necessary for reinstatement and
- (b) the annual rent of the building unfurnished or its equivalent rental value.

## 5. Public supply or mains connections

The company will pay for accidental damage to water, sewerage, gas, electricity and telephone connections for which the insured are legally responsible between the building and the public supply or mains connections.

## 6. Glass and sanitaryware

The company will pay for accidental breakage of

- (a) fixed glass including mirrors and
- (b) fixed sanitaryware excluding chipping, scratching or disfigurement in the building unless it is unoccupied.

## 7. Mortgagee clause

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

## 8. Water-pumping machinery

The company will indemnify the insured for accidental damage (not wear and tear) to water-pumping machinery (but not automatic pool cleaners) or fixed filtration plant.

## 9. Subsidence and landslip (if stated in the schedule to be applicable)

The company will indemnify the insured for damage to the property insured caused by 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 on the property or R500 whichever is the greater.

This extension does not cover

- (a) damage to drains, water courses, boundary walls, garden walls, retaining walls, gates, posts or fences unless specifically insured.
- (b) damage caused by or attributable to
  - (i) faulty design or construction of, or the removal or weakening of support to, any building situated at the insured premises.
  - (ii) workmen engaged in making any structural alterations, additions or repairs to any building situated at the insured premises.
  - (iii) excavation on or under land other than excavations in the course of mining operations.
- (c) consequential loss of any kind whatsoever except loss of rent when specifically insured under this section.

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

#### **10. Inflationary increase**

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

#### **11. Repairs and measures after loss**

After loss or damage by any insured event

- (a) the insured may, to minimise further loss, undertake temporary repairs and any measures necessary (including employing watchmen) for the safety of the property insured.
- (b) the company will pay the reasonable costs of
  - (i) extinguishing a fire;
  - (ii) emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged;up to the amounts shown in the limits of indemnity.

#### **12. Malicious damage extension**

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

- (a) moveable property which is
  - (i) stolen or
  - (ii) damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured;
- (b) moveable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured;
- (c) immovable property owned or occupied by the insured occasioned by or through or in consequence of
  - (i) the removal or partial removal or any attempt thereof;
  - (ii) the demolition or partial demolition or any attempt thereof;the said immovable property or any part thereof with the intention of stealing any part thereof; provided that this extension does not cover
  - (i) damage related to or caused by fire or explosion.
  - (ii) consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured.
  - (iii) damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation.
  - (iv) damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
  - (v) damage related to or caused by any occurrence referred to in General exception 1(a) (i), (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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

If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, the insurance in respect of this extension is suspended as regards the property affected unless the insured, before the occurrence of any damage, obtains the written agreement of the company to continue this extension. During the period of the initial unoccupancy of 30 consecutive days, the insured shall become a co-insurer with the company and shall bear a proportion of any damage equal to 20 percent of the claim before deduction of any first amount payable.