

## **SECTION G - INSURANCE**

### **SUMMARY OF COVER PROVIDED BY WDHOA's INSURANCE UNDERWRITERS**

#### **1. INSURED**

- 1.1. Wild Dog Estate and / or
- 1.2. Registered Owners and / or
- 1.3. Tenants and / or
- 1.4. Mortgagees.

#### **2. DEFINED EVENTS**

- 2.1. Damage by the perils described
  - 2.1.1. below (Perils Applicable) to the buildings including all outbuildings thereto (constructed of brick, stone, concrete or metal on metal framework and roofed with slate, tile, metal, concrete or asbestos unless otherwise stated in the schedule) and sporting and recreational structures, landlord fixtures and fittings therein and thereon, walls (except dam walls and retaining walls), gates, post, fences, and tarred or paved roads, (but excluding such roads where these cross watercourses), driveways, paths or parking areas.
  - 2.1.2. below (Public Connections) to public supply connections  
  
situate as stated in the schedule.
- 2.2. Loss of rent as provided below.

#### **3. PERILS APPLICABLE**

- 3.1. Fire, lightning, thunderbolt, subterranean fire, explosion (but specifically excluding power surge unaccompanied by lightning or thunderbolt).
- 3.2. Storm, wind, water, hail, snow other than
  - 3.2.1. that arising from its undergoing any process necessarily involving the use or application of water.
  - 3.2.2. wear and tear or gradual deterioration.
  - 3.2.3. loss or damage.
    - 3.2.3.1. to retaining walls.
    - 3.2.3.2. caused or aggravated by
      - a) subsidence or landslip
      - b) the Insured's failure to take all reasonable precautions for the maintenance and safety of the property insured and for the minimisation of damage.

- 3.3. Earthquake
- 3.4. Aircraft and other aerial, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes, vehicles or property in or on such vehicles.
- 3.5. Impact by animals, trees, aerals, satellite dishes or vehicles excluding damage to such animals, trees, aerals, satellite dishes, vehicle or property in or on such vehicles.
- 3.6. Theft (or any attempt thereat) of fixtures (not contents) accompanied by forcible and violent entry into or exit from such building. If any building insured or containing the insured property becomes unoccupied for 30 consecutive days, this item is suspended as regards the property affected unless the Insured before the occurrence of damage obtains the written agreement of the Company to continue this extension. During the period of the initial un-occupancy of 30 consecutive days the Insured shall become a co-insurer with the Company and shall bear a rateable proportion of any damage equal to 20% of the claim before deduction of any first amount payable.
- 3.7. Accidental damage to sanitary ware, but the amount payable will be reduced by R250 for each and every such damage.
- 3.8. Bursting, overflowing or escape of water or oil from tanks, apparatus or pipes including any fixed water or oil-fired heating installation including damage to such tanks, apparatus or pipes but excluding damage as a result of wear and tear and gradual deterioration.

#### **4. PUBLIC CONNECTIONS**

- 4.1. Accidental damage to water, sewerage, gas, electricity and telecommunication connections to the property of the Insured or for which they are legally responsible between the property insured and the public supply or mains.

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

- 5.1. Loss of rent as a result of the property insured being so damaged by any of the perils specified as to be rendered un-tenantable but only for the period necessary for reinstatement and for an amount not exceeding 25 per cent of the sum insured on the affected property. The basis of calculation shall be the rent payable immediately preceding the damage.

#### **6. THE LIMIT OF INDEMNITY**

- 6.1. The amount payable inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants and all other cost and expenses incurred with Company's consent for any on events with one original cause or source shall not exceed the amount stated in the Schedule.

## 7. **SPECIFIC EXCEPTIONS**

The company will not indemnify the Insured under this subsection in respect of

- 7.1. injury or damage sustained by
  - 7.1.1. any member of the same household as the Insured
  - 7.1.2. any person employed by the Insured under a contract of service
  - 7.1.3. any person employed by the Insured under a contract of services with or apprenticeship and arising directly from and in the course of such employment by the Insured.
  - 7.1.4. any other person resulting from the ownership of or use by or on behalf of the Insured of mechanically propelled vehicles (except pedal cycles and lawn mowers)
- 7.2. damage to property.
  - 7.2.1.
    - a) belonging to the Insured.
    - b) in the custody or control of the Insured or any employee of the Insured.
  - 7.2.2. caused by vibration or by the removal or weakening of or interference with support to any land, building or other structure.
- 7.3. liability assumed by agreement unless liability would have attached to the Insured notwithstanding such agreement.
- 7.4.
  - a) liability in respect of injury, damage or loss of use of property directly or indirectly caused by seepage, pollution or contamination provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence.
  - b) the cost of removing nullifying or cleaning up seeping, pollution or contamination substance unless the seepage, pollution or contamination is caused by a sudden unintended and unforeseen occurrence.
- 7.5. fines, penalties, punitive, exemplary or vindictive damages.
- 7.6.
  - a. damages in respect of judgments delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the area which on January 1, 1976 constituted the Republic of South Africa, Namibia, Botswana, Lesotho and Swaziland.
  - b. costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described in 6(a) above Structures, and to recover the cost.