

Your facility

This document together with your schedule, any written correspondence and verbal agreements, form the basis of the contract between you (the facility holder) and us.

It is important that you read and understand these documents and that you make sure that all the information supplied by you, or anyone acting on your behalf, is correct. Any incorrect information may affect the validity of this contract.

Your facility starts when we are notified by your bondholder that your property has been registered and on receipt of the application form for Buildings cover.

Premium payments

Your premiums must be paid on the agreed payment date and at the start of each period for which you want cover.

If the premium is not paid on the payment date, you have a 15-day grace period after which we will automatically deduct the premium from the same account to ensure continuous cover. If the premium is not paid within the grace period we will, to ensure continuous cover, then automatically debit the premium from your bond account. You will have no cover for the period for which you did not pay. If your premiums are paid monthly, the grace period will only apply from the second month of cover.

Facility changes

You may make changes to your facility at any time. Any change you make will be effective from the time and date we agree to.

We may change your facility by giving you 30 days' notice.

Facility cancellations

Your facility will end:

- in the case of annual payments, when your premium is not received on the due date or within the grace period and where we have subsequently not been able to collect the premium from your bond account
- in the case of monthly payments, when your premium is not paid either on the due date or within the grace period for two consecutive months and where we have subsequently not been able to collect the premium from your bond account
- when we are requested to cancel cover by your bondholder
- when we cancel it by giving you at least 30 days' notice

Your responsibilities

In order to have cover you need to:

- pay your premiums on the due date and in the manner agreed upon
- ensure that anyone who you entrust your property to or who lives at the premises complies with the terms and conditions of this facility
- give us true and complete information when you apply for cover, submit a claim or make changes to your facility. This also applies when anyone else acts on your behalf

- inform us immediately of any changes to your circumstances that may influence whether we give you cover, the conditions of cover or the premium we charge
This includes any changes to any information:
 - on your schedule
 - about the financial position of any person covered under this facility, specifically relating to defaults, civil judgments, sequestrations, administration orders and liquidations of companies in which you have an interest
 - about convictions for offences related to dishonesty by you or any person covered under this facility
- inform us immediately when:
 - the building is unoccupied for any period longer than 60 consecutive days
 - the building is let or sublet
 - any alterations, additions or improvements are made to the building.
 - e.g. *If your building has a slate roof, we charge a specific premium for that. If you later thatch the roof without telling us, we would be receiving the incorrect premium because thatch has a greater risk of fire damage. Your building will therefore not be covered for fire damage.*

Claims

Our responsibilities

We have the choice to settle your claim in any of the following ways:

- paying out cash to you
- repairing the damage through a repairer of our choice
- replacing the item through a supplier of our choice
- any combination of the above

Where any item claimed for is financed we will first pay the finance company. Where a claim is settled for damaged items, these items become ours.

Your responsibilities

When you submit a claim you have certain responsibilities which are listed below. If you fail to meet these responsibilities, your claim may be rejected.

Admitting guilt

Never admit guilt nor offer settlement to any other party involved in an incident in which you are involved. We will not be bound by any admission or offer you make to any person in relation to any incident.

Time periods

- You need to report your claim to us as soon as possible, but not later than 30 days after any incident. This includes incidents for which you do not want to claim but which may result in a claim in the future.
- You must report any fire, theft, attempted theft or damage caused intentionally, to the police within 24 hours of the incident.
- Any repairs or replacements must be completed within 6 months once your claim has been settled.

Preventing loss or damage

- Always take reasonable, necessary steps to prevent or minimise loss, damage, injury or liability.
- This includes taking preventative action following an incident to prevent or minimise future loss, damage, injury or liability.

Correct information

- You need to supply us with all information and documentation we require within the time-frame we set.
- Always supply us and the authorities with true and complete information. We act on the information you provide, therefore any information, which is misleading, incorrect or false, will prejudice the claims process.

Proof of ownership

- You need to prove ownership and value of any item that you are claiming for.
- Any damaged items which you are claiming for must be made available for inspection in order to substantiate the extent and nature of the damage.

When we need your assistance

You need to comply with our reasonable instructions and requests within the time-frame specified.

Unauthorised repairs

Before doing any repairs you must get our approval, failing which your claim may be rejected.

Property used for business purposes

Property used for business purposes is only covered if noted on your schedule.

Excess

This is the amount that you contribute to each and every claim and is noted on your schedule.

We can act on your rights

When you submit a claim, we can act on your rights or obligations against other parties to recover costs or to defend any claim they may have against you.

Dual Insurance

If there are any other insurance policies giving the same cover as in this facility we will pay our pro-rata portion of any claim.

→ *e.g. If you insure the building for N\$200 000 and the same building is OUTsured for N\$200 000, we will only pay half and the other insurer will pay the other half.*

Disputed Claims

Should you wish to dispute the outcome of your claim you have 90 days from the day you are first informed of the outcome to notify us about your objection. Immediately following this, you have a further 90 days in which to serve a summons on us. If you do not serve a summons on us within this period your right to challenge the decision is forfeited.

Fraud or dishonesty

If you or anyone acting on your behalf submits a claim, or any information or documentation relating to any claim that is in any way fraudulent, dishonest or inflated, we will reject that entire claim and cancel your facility retrospectively to the reported incident date or the actual incident date, whichever date is earliest. We have a responsibility to all our facility holders to ensure that fraudulent claims are eliminated in order to keep premiums as competitive as possible. If your claim is rejected because it is fraudulent, dishonest or inflated you will reimburse us.

Your cover

NASRIA cover

Cover is provided by NASRIA and is automatically included in your facility.

What is covered

You are automatically covered for loss or damage caused by:

- any act or attempt act calculated or directed to:
 - bring about any riot, strike or public disorder
 - overthrow or influence the government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
 - 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 the government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public
- the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above.

What is not covered

There is no cover for:

- Consequential loss or damage
- Loss or damage caused or contributed to by:
 - the stopping or deliberate slowing down of work
 - your property being dispossessed or confiscated by any lawfully established authority
 - looting and theft unless caused by any of the covered events mentioned above
- Any act of terrorism involving:
 - the threat of or actual use of any nuclear weapon or device
 - the threat of or actual use or release of any chemical or biological agent

If NASRIA does not pay your claim it is up to you to prove that your claim is valid.

Any incident which may give rise to a claim in terms of NASRIA cover must be reported to the police as soon as reasonably possible.

Buildings cover

What does BUILDINGS refer to?

BUILDINGS refers to the immovable structures, this includes the home and the outbuildings whether they are separate from the home or not, at the address noted on your schedule. It also includes all permanent fixtures, fittings and improvements, such as driveways, walls, patios, swimming pools, swimming pool-, borehole- and spa pumps, gate motors, tennis courts, underground pipes and cables. Dams and dam walls, loose gravel paths and coverings as well as pool cleaning equipment are excluded.

The OUTsured value

The OUTsured value noted on your schedule is the maximum amount we will pay for any claim, less the excess and any dual or under-insurance.

You need to OUTsure your building for its replacement value. This is the cost of rebuilding or repairing the building with new materials.

The replacement value must include the following additional costs:

- professional and municipal fees
- demolition charges
- debris removal
- making the site safe

Should you OUTsure the building for an amount less than its replacement value, we will pay you proportionately.

→ e.g. If the correct OUTsured value of the building is N\$400 000 and you OUTsure it for N\$200 000 you will be compensated for 50% of your loss.

WHAT IS COVERED under buildings cover

Fire, explosion and earthquake

Loss or damage caused by:

- fire
- explosion and earthquake

Subsidence

Damage caused by the downward movement of land resulting from natural shifts or human activity, causing structural damage to your property.

There is no cover for damage relating to subsidence caused by:

- volume changes in clay based soil or in rock caused by changes in the moisture levels
- excavations, other than mining activities
- removal of or weakening of pillars
- normal settlement, shrinkage or expansion of the soil supporting the structures
- the poor compaction of soil used to fill areas under paving and floors.

There is no cover for:

- damage to retaining walls unless they are designed and constructed according to structural engineering specifications
- additional underpinning of foundations necessary to prevent further damage is not covered

Acts of nature

Loss or damage caused by wind, thunder, lightning, storm, hail, flood or snow.

Bursting of geysers and water pipes

Loss or damage caused by leaking and bursting of geysers, water-supply tanks, cisterns and water pipes forming a permanent part of the building.

Impact

Loss or damage caused by:

- aircraft and articles dropped from them
- impact by vehicles
- impact by falling trees and trees cut down by a professional tree feller

Theft

Loss or damage caused by theft and other intentional acts.

There is no cover for loss or damage caused by theft and other intentional acts:

- from outbuildings, whether they are separate from the home or not, unless there are visible signs of forced entry into the outbuilding
- while the building is let or sublet unless there are visible signs of forced entry into the building
- where there are people living in the building but it is unoccupied for more than 60 consecutive days
- if the building is abandoned or vacant

Accidental damage

Accidental damage to:

- fixed glass and sanitary ware, unless the building is unoccupied
- water, sewerage, gas, electricity and telephone connections between the building and the public supply or mains for which you are responsible

Temporary accommodation

Following an incident for which you can claim, we will pay for the reasonable costs of other accommodation for you or your tenant because the building is unfit to live in. Cover is limited to 20% of the OUTsured value and applies for the period reasonably required to make the building fit to live in.

The cost of other accommodation where the building is let or sublet to holiday makers, or where it is used as a guest house, is not covered.

Power surges

Loss or damage caused by power surges and dips.

Fire brigade charges

Charges made by the fire brigade or any public authority following an incident for which you can claim.

Alterations and additions

Loss or damage occurring during construction or alteration, caused by an incident for which you can claim. This includes cover for building materials, fixtures and fittings which you own or for which you are responsible.

There is no cover:

- where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures
- for glass and sanitary ware which are accidentally broken
- for personal liability
- for stolen building materials and fixtures and fittings when the building is vacant or abandoned. If the building is occupied, unfitted fixtures and fittings are covered for theft if they are stored inside the building and there are visible signs of forced entry into the building

Liability to other people

You are covered for the following up to the maximum amount noted on your schedule:

- Personal liability as a homeowner
 Where you and members of your household who live with you are legally responsible for
 - accidental death or bodily injury to people other than members of your household or your domestic employees
 - accidental loss of or damage to property belonging to people other than members of your household or your domestic employees
 This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.
- Liability to domestic employees
 You are covered for all amounts where you are legally responsible for the death of or bodily injury to any of your domestic employees caused by an accident while he/she was working for you.

If you enter into a contract with a security firm, the security personnel will be regarded as being your domestic employees.

This includes legal costs which someone else can recover from you and which we agree to in order to settle or defend a claim against you.

What is not covered under liability to other people:

- Liability arising from:
 - any trade, business or profession
 - the ownership, possession or use of lifts
 - the ownership or possession of animals other than cats and dogs
 - the ownership, possession or use of aircraft
 - the use of weapons and firearms
 - damages and legal costs awarded against you by a court outside Namibia
 - vehicles and watercraft
- Liability which is covered by:
 - the Employees Compensation Act
 - the Motor Vehicle Accidents Fund Act
 - any other insurance or OUTsurance contract.

- Any exclusion under "What is not covered" applies to Liability cover whether you claim for loss or damage to the building or not.
 - e.g. You cannot claim for the damage to your building where a poorly built wall collapses, which means that if this incident causes injury to a visitor, your liability to this person will not be covered.

WHAT IS NOT COVERED under buildings cover

Theft and other intentional damage

Loss or damage:

- caused intentionally by you, any members of your household or your tenant
- which occurs with your knowledge or consent

Existing damage

Any existing damage which occurred prior to the incident for which you can claim.

Matching materials

Any additional costs resulting from the unavailability of matching materials.

Confiscated property

Property that has been legally detained or confiscated.

Pollution or contamination

Pollution, contamination, radioactive or nuclear material.

Programs and data

Electronic programs, data or unlicensed software, unless specifically noted.

Contracts

- breach of contract
- liability arising from a contract, unless you would have had the same liability had you not entered into the contract

Consequential loss

Any consequential loss or damage; that is any loss or damage not directly caused by an OUTsured peril.

Unoccupied or illegally occupied properties

If the building is illegally occupied, unoccupied or vacant there is no cover for:

- theft, attempted theft and other intentional acts
- fire and explosion
- accidental damage

Where any of the following cause damage

- a rise in the underground water table or pressure caused by it
- volume changes in any clay-based soil or in rock caused by changes in their moisture or water content
- scratching, chipping, cracking, denting, biting, tearing or dirtying
- animals, insects and pests

Where any of the following either cause or contribute to damage

- defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
- construction, alteration or repairs, defective workmanship or materials
- a lack of maintenance
- computer viruses and similar destructive media
- any cause that was not sudden and unforeseen
- servicing, cleaning, repairing, restoring, dyeing, bleaching or alteration

War and public disorder

- war or war-like acts
- military uprisings, usurped power, rebellion or revolution
- civil commotion, labour disturbances or public disorder
- any act of terrorism by any person or group, whether acting alone or under instruction

Wear-and-tear and breakdown

- gradual deterioration, including rising damp, wear-and-tear, rust, mildew or fading
- mechanical-, electrical- or electronic breakdown, defect or failure
- damage to consumable parts or parts with a limited lifespan
- damage recoverable under any maintenance or lease agreement

Selling your possessions

When selling your possessions, you need to have prior confirmation by your bank that valid and legal payment for the sale has been made before giving the property to the other person.

→ e.g. People sometimes "buy" items using fraudulent cheques or counterfeit money. In order to avoid becoming a victim of this kind of theft, you need to make sure that your bank confirms that the cheque has been honored, or that the money is not counterfeit, before you give the item to the other person.

Optional cover

The following is only covered if it is noted on your schedule and the additional premium is charged.

Theft cover for unoccupied buildings

Theft is covered if there are people living in the building but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced entry to the building.

Geyser and pipes wear-and-tear

Damage caused by the leaking or bursting of a geyser, its parts and any concealed pipes. This includes damage caused by rust, decay, gradual deterioration, wear and tear, cracking, splitting, faulty materials and workmanship or latent defects.

The cost of repairing or replacing the geyser, its parts and any concealed pipes is covered in full. However, damage occurring within the first year of installation, or damage covered by any guarantee, is not covered.

Other fixtures, fittings and improvements, damaged in the same incident are also covered up to the maximum amount noted on your schedule.

Replacement value calculation

The following tables will assist you in determining the current replacement value of the buildings and structures on your property. You are covered on a new-for-old basis, hence it is important to assess the costs you would incur if you had to rebuild the same buildings and structures at today's prices. This includes an additional 15% to cater for the associated costs, such as professional & municipal fees as well as debris removal.

The table in the left column is a guideline of current building costs. The table on the right will assist you in determining the individual totals per category and the overall total for the replacement cost of the buildings and structures.

<p>MAIN BUILDING (per m²)</p> <p>Sub - economical N\$1500 – N\$2000 Economical N\$2300 – N\$3000 Standard N\$2700 – N\$3600 Up market N\$4000 – N\$5000 Luxurious N\$5000 upwards Slate/thatch (additional) N\$340 – N\$480</p>	<p>MAIN BUILDING</p> <p>_____ m² X N\$ _____ = N\$ _____</p>
<p>OUTBUILDINGS (per m²)</p> <p>Cottage / flat N\$2500 – N\$3500 Domestic quarters N\$2000 – N\$3000 Garage N\$1800 – N\$3100 Carports N\$760 – N\$1100</p>	<p>OUTBUILDINGS</p> <p>_____ m² X N\$ _____ = N\$ _____</p> <p>_____ m² X N\$ _____ = N\$ _____</p> <p>_____ m² X N\$ _____ = N\$ _____</p>
<p>BOUNDARY WALLS</p> <p>Face brick (per running meter, 1.8m high) N\$690 – N\$1200 Brick & Plaster (per running meter, 1.8m high) N\$575 – N\$950 Precast with face brick N\$300 – N\$540 Precast/slatted timber N\$300 – N\$500 Wire mesh N\$90 – N\$160 Electric Fencing N\$50 – N\$100 Palisade Fencing N\$440 – N\$780 Razorwire Rolls 0.5m per meter N\$170 – N\$210 Brick with steel fencing N\$350 – N\$650 Pool fencing N\$170 – N\$470</p>	<p>BOUNDARY WALLS</p> <p>_____ m X N\$ _____ = N\$ _____</p> <p>_____ m X N\$ _____ = N\$ _____</p> <p>_____ m X N\$ _____ = N\$ _____</p>
<p>PAVING (per m²)</p> <p>Clay/Concrete brick N\$180 – N\$250 Tarmac/Concrete N\$120 – N\$200</p>	<p>PAVING</p> <p>_____ m² X N\$ _____ = N\$ _____</p>
<p>OTHER IMPROVEMENTS</p> <p>This refers to any structural improvements, such as electronic gates/doors, intercom, alarm system, shade cloth carport, thatched lapa, wendy hut, swimming pool, spa/hot tub, koi pond, irrigation system, tennis court and solar heating. It is advisable to obtain replacement costs on these items from appropriate specialists since costs can vary significantly.</p>	<p>OTHER IMPROVEMENTS</p> <p>N\$ _____</p> <p>N\$ _____</p> <p>N\$ _____</p> <p>N\$ _____</p>
<p>ADDITIONAL COSTS</p> <p>(15 % for professional & municipal fees, demolition charges, debris removal and costs of making the site safe.)</p>	<p>SUB TOTAL N\$ _____</p> <p>ADDITIONAL COSTS N\$ _____</p> <p>TOTAL N\$ _____</p>