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**PLEASE KEEP THIS POLICY IN A SAFE PLACE**



## INTRODUCTION

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The Schedule and these Terms and Conditions, form the Policy of Insurance between You and Us. Make sure that You are familiar with the contents of all the documents and that all the details on the Schedule are correct in every respect.

This Policy document replaces all previous policy documents.

**THIS POLICY INCLUDES AN AGREEMENT BY YOU TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION IN GENERAL CONDITIONS CLAUSE 5.**

## DEFINITIONS

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“You / Your / Yours / Yourself”	the Insured / Insured Person(s) named in the Schedule.
“We / Us / Our”	The Hollard Insurance Zambia Limited, the Insurer.
“Insured”	the person(s) named in the Schedule who is the owner of the Policy and is responsible for the payment of the premium.
“Schedule”	the Schedule of insurance which indicates the Sections and Sub-Sections under which You are insured. If the detail is not recorded correctly in all respects You must notify Us as soon as possible.
“Period of Insurance”	the period of cover as specified in the Schedule and for which premium has been received by Us.
“Excess”	the first amount payable by You every time You claim, as set out in the Schedule and the Excess Annexure. You must also pay any additional or cumulative Excesses if it is indicated.



## GENERAL CONDITIONS

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The following General Conditions apply to the entire policy.

### 1 MONTHLY POLICY / PREMIUM PAYMENTS

1.1 If according to the schedule this is a Monthly Policy this Policy is valid for one calendar month. It is automatically renewed for another month every time You pay Your premium, but You have to pay Your premium by the due date. The due date is the first day of every month. If We do not receive Your premium by due date or within 15 (fifteen) days after the due date (save in the first month), You will not have any cover for the period for which You did not pay.

**If We do not receive Your first premium (in the first month), the policy will be void from the first inception date.**

### ANNUAL POLICY / PREMIUM PAYMENTS

1.2 If according to the schedule this is an Annual Policy this Policy is valid for one year. It may be renewed on the annual anniversary if You pay Your premium, on or before the Annual renewal date, which date will be the due date. If We do not receive Your premium by the due date or within 15 (fifteen) days after the due date (save in the first month) for whatever reason, You will not have any cover and the Policy will lapse on the last day before the Policy anniversary date.

**If We do not receive Your first premium (in the first month), the policy will be void from the first inception date.**

If You put a stop payment on Your premium this policy will be cancelled from the date that the premium was due to be paid.

**We may decide to change the amount of premium payable under this Policy at any time and if We do We will give You one month's notice of a change in premium.**

### 2 CLAIMS PROCEDURE

**If You want to claim You must do the following:**

- 2.1 notify Us as soon as possible of Your claim, and any other policy which covers the same event;
- 2.2 supply all proof, information or sworn declaration We require of the loss or any item that You are claiming for not later than 14 (fourteen) days after We have requested it;
- 2.3 supply proof to Our satisfaction of both the ownership and value of any item that You are claiming for, when requested to do so;
- 2.4 supply Us with full written details of any claim no later than 30 (thirty) days after the event;
- 2.5 report any event to the Police within 48 (forty-eight) hours if it involves theft, damage or any other criminal act;
- 2.6 Supply Us with any letter of demand, summons or similar document received, relating to any claim within 48 (forty-eight) hours of receiving it;
- 2.7 Neither You nor any other person acting with Your consent or on Your behalf may make any statement, admission, offer, promise or payment or give indemnity to any other party. Never admit guilt nor offer a settlement to any other party involved in an incident in which You are involved as this will hinder Us in defending a claim. We will not be bound by any admission or offer You might make to any person in relation to any incident;
- 2.8 always supply Us with true and complete information;
- 2.9 take or keep possession of Your damaged property. You are not entitled to abandon any property to Us whether We take possession or not.

### 3 OUR RIGHTS / SUBROGATION

- 3.1 At Our expense You must do or allow Us to do everything that may be necessary, or reasonably required by Us, to enforce the right to claim on Your behalf and in Your name whether before or after We have paid the claim. If You do not do so, You may lose all benefits under this Policy.
- 3.2 When We settle a claim, Your rights to claim against other people are automatically transferred to Us.
- 3.3 You must allow Us to enter the building or premises where the loss or damage took place and to take possession of the damaged property covered by this policy and to deal with it in a reasonable manner.
- 3.4 You must supply all information and assistance which We may reasonably require and We have the



right to take over the defence or settlement of a claim and conduct it in Your name.

- 3.5 We have the right at any time to relinquish the control of any defence, settlement or proceedings and to pay You the full amount of Our liability, or any lesser amount for which the claim can be settled, after which We will not have any further liability to You.

#### 4 **SETTLEMENT OF CLAIMS**

4.1 We may decide whether We want to settle Your claim by repairing or replacing or by paying the market value in cash, less the value of the damaged property or a combination of the three, but subject always to the limit of indemnity stated in this Policy.

4.2 You have to sign a release in Our favour before We will pay a claim.

#### 5 **CONSENT TO DISCLOSURE**

5.1 It is essential for Insurers to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.

5.2 On Your behalf and on behalf of any person You represent herein, You hereby waive any right to privacy in any insurance information provided by You or on Your behalf for any insurance policy or claim made or lodged by You and You agree to such information being disclosed to any other insurer.

5.3 the information provided by You may be verified against other sources or databases.

5.4 You also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning Yourself.

#### 6 **INSURABLE INTEREST**

6.1 You must have an insurable interest in any item insured under this policy.

6.2 'Insurable Interest' means that You are the owner of or alternatively the good faith possessor in terms of a credit agreement of the insured item.

6.3 If Your Insurable Interest in the insured item differs from those interests as We have defined, You must advise Us of the nature and extent of such interest before the cover starts. The cover for such item will only start when We have given written confirmation thereof that We agree to insure the property.

6.4 Should Your insurable interest in any item insured under this policy change You have to notify Us in writing of such change and if You do not We may reject Your claim.

#### 7 **PREVENTION OF LOSS, DAMAGE OR LIABILITY**

You must exercise all reasonable care and take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability.

#### 8 **RIGHTS OF OTHERS**

This policy gives rights to You only. Any extension of Our liability for the losses of any other person gives no rights to that person to claim against Us. You must claim on behalf of the person. We will handle the matter on Your behalf. You may not cede Your rights. We may require the person whose loss is dealt with under this clause to cede to Us their rights against any third party liable to them or their loss.

#### 9 **MORE THAN ONE POLICY**

If a claim payable under this policy is also payable under any other policy We will only pay Our proportionate share of the claim.

#### 10 **ACCURACY OF MATERIAL INFORMATION**

This policy or any part of it can be declared null and void by Us if any details which affect Our decision to insure You or Our assessment of the risks insured are not disclosed, or are misrepresented or misdescribed by You or on Your behalf. Should You fail to advise Us of any such change We will have the option to cancel the Policy from the time that the change occurred.

#### 11 **CHANGE IN RISK**

11.1 You are required to notify Us immediately of any changes to the Policy that would have been of importance to Us in accepting the Policy, or accepting it with certain conditions or determining differently what premium to charge. This includes any changes to any information under the heading "Warranties / Notes / Endorsements" on Your Schedule and any information about Your financial



circumstances specifically relating to sequestration and financial administration orders, civil judgements and liquidations of companies in which You have an interest or an inability to pay Your debts when due.

11.2 Should You fail to advise Us of any such change We will have the option to cancel the Policy from the time that the change occurred.

11.3 **Notice of Additional Protections**

If these additional protections are not effected within the time limit prescribed by Us, cover for the applicable Section of the Policy will automatically be cancelled.

11.4 **Notice of Amendments to Cover**

We may change Your Policy by giving You 30 (thirty) days notice. We may give notice by fax or by post or by email to Your last known address. Any change which You make will be effective from the time and date agreed to.

12 **DELIBERATE OR FRAUDULENT ACTS**

12.1 We will not compensate You for a claim if You or a member of Your household, or anybody who acts on Your behalf, deliberately causes the loss, damage or injury.

12.2 We will also not compensate You if a claim is fraudulent in any way or if any information in connection with a claim is not true.

12.3 If We allege that you have acted in terms of 12.1 and/or 12.2, We may void this Policy and You will forfeit all benefits and premiums paid in terms of this Policy.

13 **PRESCRIPTION / TIME BAR**

13.1 We are not liable after 12 (twelve) months have expired from the date of the occurrence that gives rise to a claim unless the claim is the subject of a pending court action between You and Us, or is the subject of arbitration, or is a claim for sums for which You may become legally liable to a third party.

13.2 If We reject a claim or cancel Your Policy You have 90 (ninety) days from that date to challenge Our decision. Thereafter You have another 90 (ninety) days to take legal action against Us by serving summons against Us. If this is not done, your claim will prescribe and We will no longer be liable for the claim.

14 **CANCELLATION/ AMENDMENT TO COVER**

14.1 We may amend or cancel Your Policy by giving You 30 (thirty) days notice. We may give notice by fax, e-mail or by post to Your last known address. Any cancellation which You make will be effective from the time and date agreed to but not more than 30 (thirty) days.

14.2 The Policy will be cancelled if premiums for 2 (two) consecutive periods (being debt orders or payment due dates) of the Policy are not paid and We will make no further requests for premiums from You or Your paying agent.

14.3 If You put a stop payment on Your premium this policy will be cancelled from the date that the premium was due to be paid.

15 **NOTICE, INSTRUCTION, COMMUNICATION**

You must communicate with Us or Your broker in writing. Any changes to Your Policy must be made when Your circumstances change. To ensure continuous cover, You need to notify Us before such changes occur. Should the changes be acceptable to Us, they will be effective on the terms from the date agreed upon, subject to Our conditions being complied with and receipt of the premium on the due date as agreed. We will confirm these changes by sending You an updated Schedule.

16 **AUTOMATIC ESCALATION**

The Sums Insured under Household Contents and House Owners will be increased automatically on the anniversary date of this policy by a percentage commensurate with price indices. It remains your responsibility to ensure that the sums insured represent the full value of the property at all times.

17 **REINSTATEMENT OF INSURED AMOUNT**

The insured amounts will not be reduced by the amount of any claim. We may nevertheless request You to pay the additional Premium having regard to the amount of the claim from the date of the loss or damage to the expiry of the Period of Insurance. This applies separately to each Section of this Policy.

18 **AVERAGE / CONTRIBUTION**



It is important that You insure all Your property for the correct value, which is the total, current replacement cost of Your property. If at the time of the loss or damage, the amount which is needed to replace all Your property with similar new property is more than the amount for which it is insured, You will be considered as if You were Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly. This condition applies separately to each item in the Schedule.

Example:

a) Loss	ZMW25,000
b) Insured amount	ZMW50,000
c) Replacement Value	ZMW100,000
d) Settlement	ZMW25,000 x 50,000 / 100,000
	= ZMW12,500(i.e. 50% underinsured 50% payment)

#### 19 **WARRANTIES / NOTES / ENDORSEMENTS**

Cover is subject to the warranties as stated in the “WARRANTIES / NOTES / ENDORSEMENTS” Section on the Schedule. If You are receiving a discount for precautionary measures taken on any Section of the Policy and these measures are not in place, maintained and / or operational at the time of the loss or damage for which a claim is submitted, We may reject Your claim.

- 19.1 A warranty is a statement or a condition which is an essential element of the contract and which thus determines the validity of the contract. It must consequently be strictly observed and complied with.
- 19.2 If You **state as fact** that You have not submitted any claims in a specified period We use this information as a basis of Our agreement when insuring Your items. If Your statement is false then it is a breach of the warranty and We have the right to cancel Your policy from the start.
- 19.3 If We require security measures to Your vehicle or home the measures become a **condition** for theft cover in the applicable Section of the Policy.
- 19.4 If We allow a premium discount for security measures on any Section of the Policy it becomes a condition for cover in that Section.
- 19.5 If You fail to comply with warranties or if You provide incorrect facts it may result in a claim being rejected or the policy being cancelled from that date or later.

#### 20 **NON-COMPLIANCE**

We do not compensate You for any claim unless You comply with all the terms, conditions, endorsements and warranties in this Policy.

#### 21 **AMOUNT PAYABLE BY YOU**

Every time You claim, You must pay the Excesses as set out in the Schedule. You must also pay any additional Excesses on the Schedule if it is indicated.

#### 22 **TERRITORIAL LIMITS**

Other than for All Risk Cover, the territorial limits of the cover provided by this Policy are limited to events happening in the Republic of Zambia .

#### 23 **JURISDICTION**

We do not compensate You for any legal costs and expenses incurred outside the Republic of Zambia .

#### 24 **INTEREST ON DAMAGES**

For the purpose of this Policy, the rate at which interest will be calculated, will be 0% (zero percent), unless a Court of Law orders otherwise.

#### 25 **REPATRIATION**

We do not compensate You for the costs to repatriate an insured vehicle which is damaged outside the Republic of Zambia , unless We specifically agree to do so in writing.

#### 26 **CONTRACTUAL LIABILITY**

We will not compensate You for any loss arising from contractual liability unless legal liability would have existed in the absence of such contract or agreement.



27 **LEGAL LIABILITY**

You can only be compensated under one of the Sections of this Policy for any legal liability, arising from the same cause, relating to the same property or liability.

28 **CURRENCY**

All amounts indicated as Zambian Kwacha also refers to the equivalent amount in US Dollars at the date of settlement of a claim.





## GENERAL EXCLUSIONS

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### THE FOLLOWING ARE NOT COVERED:

- 1 Any
  - 1.1 loss or destruction of or damage:
    - 1.1.1 to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss;
    - 1.1.2 death, injury or any legal liability of whatsoever nature;  
  
directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste combustion of nuclear fuel. For the purpose of this exclusion only, combustion shall include any self-sustaining process of nuclear fission.
  - 1.2 loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.
  
- 2 loss of or damage to property or bodily injury related to or caused by:
  - 2.1 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;
  - 2.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - 2.3
    - 2.3.1 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;
    - 2.3.2 insurrection, rebellion or revolution;
  - 2.4 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 provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
  - 2.5 any 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;
  - 2.6 any attempt to perform any act referred to in Exclusion clauses 2.4 or 2.5 above;
  - 2.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in Exclusion clause 2 above.

If We allege that by reason of any of the Exclusions in clause 2 above, loss of/ or damage is not covered by this Policy, the burden of proving the contrary shall rest upon You.

- 3 loss of/ or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act. No 85 of 1976 or any similar Act operative in any of the territories to which this Policy applies.
  
- 4 notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this Policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exclusion 4 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any organisation or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of



inspiring fear in the public or any section thereof.

If We allege that, by reason of clause 4 of this General Exclusion, loss of/ or damage is not covered by this policy, the burden of proving the contrary shall rest upon You.

- 5 notwithstanding any provision of this Policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not cover:
- 5.1 loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
  - 5.2 any legal liability of whatsoever nature;
  - 5.3 any consequential loss;

directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all

- a) to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with such date, or
- b) to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data in regard to or in connection with any such date, or
- c) to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/ or programmes, or
- d) to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether Your property or not.

Where the loss, damage or liability is attributable to more than one proximate cause, this Exclusion will not apply if any other such cause is an insured peril.

In the event of the mechanical breakdown of any machinery, equipment or vehicle, We will not pay for the replacement or repair or modification of any part of any computer equipment causing the event but We will pay for any resultant loss, damage or liability covered under the policy.

- 6 loss of/ or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

**If We say that a claim is not covered because of the General Exclusions in 1 to 6 above, then You must prove the contrary.**

- 7 consequential loss or damage except as We specifically insure.
- 8 loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/ or fraud.
- 9 the carriage or any load of passengers exceeding the load or number of passengers that the vehicle was



originally manufactured or is legally entitled to carry.

- 10 loss or damage caused by or resulting from wear and tear, depreciation, electrical or mechanical breakdown, rust, corrosion, mildew, moth, vermin, insects, Your own domestic pets, any gradually operating cause, process of dyeing, cleaning or renovating, depreciation, the action of light or atmospheric conditions.
- 11 The insurance for an insured item shall be void from the first inception date of this policy if any person other than You has any right of ownership or of possession or the right to any insured item under the policy, or if You have no title to such item, by reason of such item being stolen property.

### **TOTAL ASBESTOS EXCLUSION CLAUSE**

It is hereby understood and agreed that this contract shall not apply to and does not cover any actual or alleged liability whatsoever for any claim or claims in respect of loss or losses directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### **NUCLEAR CAUSES EXCLUSION CLAUSE**

Unless specifically agreed for an insured loss involving nuclear material under determined circumstances, this reinsurance does not cover loss or damage caused directly or indirectly by any of the following, regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

Nuclear material, nuclear fission or fusion, nuclear radiation, nuclear waste from the use of nuclear fuels, nuclear explosives or any nuclear weapon.

#### **DEFINITIONS:**

“Nuclear material”		as defined in NMA 1975.
“Nuclear fission”	<i>means</i>	a nuclear reaction in which a heavy nucleus splits spontaneously or on impact with another particle with the release of energy.
“Nuclear fusion”	<i>means</i>	a nuclear reaction in which atomic nuclei of low atomic number fuse to form a heavier nucleus with the release of energy.
“Nuclear radiation”	<i>means</i>	the absorption of electromagnetic radiation by a nucleus having a magnetic moment when in an external magnetic field.
“Nuclear waste”		as defined in NMA 1975.
“Nuclear fuels”	<i>means</i>	a substance that will sustain a fission chain reaction so that it can be used as a source of nuclear energy.
“Nuclear explosives”	<i>means</i>	an explosive involving the release of energy by nuclear fission or fusion or both.
“Nuclear weapon”	<i>means</i>	a nuclear device designed, used or usable for inflicting bodily harm or property damage.



## **MALICIOUS DAMAGE EXTENSION**

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Optional cover if stated on the Schedule and the additional premium has been paid.

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained herein, this Policy is extended to cover loss of or 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 loss or damage but excluding loss or damage caused by or arising from theft or any attempt thereat.

THE FOLLOWING ARE NOT COVERED:

- 1 consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 2 loss or damage resulting from total or partial stoppage or slowing down of work, or the retarding or interruption or cessation of any process or operation;
- 3 Loss or damage resulting from any deliberate action or deed by You or anybody else who may benefit from the claim.

If We say that a claim is not covered because of any of the provisos 1, 2 or 3 above, then You must prove the contrary.



## SECTION 2 - HOUSEHOLD CONTENTS

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### DEFINITIONS

FOR THIS SECTION:

- 1 "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued and his/ her spouse.
- 2 "property insured" means household goods and personal possessions which are Your property or that of any member of Your family normally living with You which are inside the building(s) or outbuilding(s) at the risk address on the Schedule.
- 3 "Dwelling" means the private residence situated at the risk address on the Schedule.
- 4 "Outbuilding" means the domestic outbuildings, including but not limited to garages, domestic employees' quarters, storerooms and tenants' premises, irrespective if these outbuildings have inter-leading doors or are attached to the Dwelling, situated at the risk address on the Schedule.

### COVER OPTION A

#### COVER PROVIDED

##### 1 INDEMNITY TO YOU

We may decide whether We want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy.

If at the time of the loss or damage, the amount which is needed to replace all Your insured property with similar new property is more than the amount for which it is insured, You will be considered as Your own insurer for the difference and will bear a proportionate share of the loss or damage accordingly.

##### 2 INSURED EVENTS

We cover You against loss or damage caused by:

- 2.1 fire, lightning, thunderbolt, explosion and underground fire;
- 2.2 earthquake (excluding loss of or damage caused by mining operations);
- 2.3 storm, wind, water, hail, snow or flood excluding any loss or damage:
  - 2.3.1 to property in the open;
  - 2.3.2 caused by any process involving the use or application of water unless by the public authorities in extinguishing a fire;
  - 2.3.3 to property in any structure not completely roofed;
  - 2.3.4 as a result of wear and tear or gradual deterioration;
- 2.4 bursting, leaking or overflowing of geysers, water tanks or pipes or fixed oil-fired heating equipment excluding loss or damage to tanks, equipment or pipes themselves;
- 2.5 break-in or theft provided that We only compensate You if We can see physical damage caused by the break-in or theft;
- 2.6 malicious damage during or following housebreaking;
- 2.7 impact with the buildings mentioned in this Section by a vehicle, animal or falling tree (except whilst being felled);
- 2.8 impact by aircraft and any other aerial devices or articles dropped there from;
- 2.9 breakage or collapse of fixed radio or television aerials, satellite receivers or masts;
- 2.10

##### 3 FIRE BRIGADE CHARGES

The actual cost charged by any authorised fire brigade in connection with an insured event.



**4 REFRIGERATOR AND DEEP-FREEZE CONTENTS**

If foodstuffs kept in any refrigerator or deep-freeze unit in the Dwelling or Outbuilding deteriorates due to:

- 4.1 breakdown of or accidental damage to the unit;
- 4.2 failure of power supplied by public authorities unconnected with Your failure to pay Your account (cover restricted to unscheduled interruption),

We will compensate You for loss of foodstuffs up to ZMW750 per event.

**5 LAUNDRY, GARDEN FURNITURE**

Theft of laundry or garden furniture from Your Dwelling or Outbuildings, limited to ZMW750 per event.

**6 ACCIDENTAL BREAKAGE OF MIRRORS AND GLASS**

Accidental breakage of mirror glass and plate glass tops of furniture kept inside Your Dwelling or Outbuildings on the Schedule, up to ZMW750 per event.

**7 CREDIT CARDS**

Loss following the fraudulent or unauthorised use of any credit card not otherwise insured, up to ZMW500 per event.

**8 GUARDS**

Employment of guards up to ZMW500 per event necessary to protect Your contents after the occurrence of an insured event.

**9 LOSS OF RENT**

We will compensate you for:

- 9.1 Loss of rent, or
- 9.2 rent for which You are liable, or
- 9.3 the cost of other similar accommodation

because the Dwelling is unfit to live in, limited in total to 20% (twenty percent) of the Household Contents insured amount or ZMW10,000 whichever the lesser any 12 (twelve) month period of insurance.

**10 KEYS / LOCKS / REMOTE CONTROLS**

The cost of remaking keys or replacing locks and remote controls following a loss, up to ZMW500 per event.

**11 LOSS OF OR DAMAGE TO SERVANT'S PROPERTY / OUTBUILDING**

Loss of or damage to servant's property in Outbuildings is covered under the same terms and conditions as the rest of this Section, up to ZMW750 per event provided that We can see physical damage caused by the break-in to the Outbuildings.

**12 THEFT OF MONEY (FORCIBLE ENTRY ONLY)**

Theft of money is covered under the same terms and conditions as the rest of this Section, up to ZMW300 per event provided that We can see physical damage caused by the break-in to the Dwelling.



**13 PROPERTY OF GUESTS**

Property of Guests is covered under the same terms and conditions as the rest of this Section, up to ZMW750 per event provided that We can see physical damage caused by the break-in to the Dwelling or Outbuilding.

**14 LANDSCAPING**

We will compensate you for the necessary and reasonable costs of replacing plants and redefining your garden after it has been damaged or destroyed by an Insured Event up to ZMW500 per event, excluding loss or damage caused directly or indirectly by building alterations and hail.

**15 WATER LEAKAGE**

We will compensate you for costs of water lost through leakage as a result of an insured peril from pipes on your property where you are responsible to pay the charge for such water subject to the following :

15.1 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 ZMW500.

**16 TRANSIT**

Household Contents in your custody whilst in transit to or from any place of purchase, repair or renovation is covered under the same terms and conditions as the rest of this Section, up to ZMW750 per event, provided the loss or damage is caused by fire, collision or overturning of the conveying motor vehicle, subject to declaration prior to purchase, repair or renovation..

**17 OTHER PREMISES**

Loss or damage to the insured property caused by any of the Insured Events mentioned in 2.2.1 to 2.2.9, whilst in

17.1 any occupied private residence, hotel, inn, boarding house, club, nursing home, hospital, school or any institution for tertiary education in which you, or any member of your family as defined under Definition 2 of this Section may be temporarily residing as well as in any office or business premises where you are employed;

17.2 any furniture depository or bank safe deposit;

17.3 any trade premises for the purpose of making up, renovating, repair, cleaning or dyeing;

is covered under the same terms and conditions as the rest of this Section.

We will only compensate You if We can see physical damage caused by break-in or theft.

**18 HOLE-IN-ONE**

If You or any member of Your family score a Hole-in-One whilst playing golf according to the rules of golf, We will pay ZMW500 per event on written confirmation by the Secretary of the relevant Golf Club.

**19 FULL HOUSE**

If You are part of a rink (team of four) which, playing as amateurs, scores a full house (that is, all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the Zambia Bowling Association, at any recognised bowling club, We will pay ZMW500 per event on written confirmation by the secretary of the club.

**20 SUBSIDENCE (IF STATED ON THE SCHEDULE TO BE INCLUDED)**

20.1 Loss or damage to the dwelling caused by subsidence or heave of land supporting the dwelling or



landslip, provided such loss or damage is not caused by or does not arise from

20.1.1 excavations other than mining excavations;

20.1.2 alterations, additions or repairs to the dwelling;

20.1.3 the compaction of infill;

20.1.4 defective design, materials or workmanship;

20.1.5 normal settlement, shrinkage or expansion of the dwelling.

20.2 We will not be liable for loss of or damage to

20.2.1 solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic outbuilding are damaged by the same cause at the same time;

20.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

20.3 We will not be liable for work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the dwelling and any subsequent additions thereto.

## 21 **TRAUMA**

If you are a victim of a violent act of theft, attempted theft, hold up or hijacking which necessitates professional counselling, we will pay compensation up to ZMW750 any one claim.





## EXCLUSIONS

THE FOLLOWING ARE NOT COVERED:

- 1 loss or damage caused, sustained or incurred outside the territorial limits of the Republic of Zambia ;
- 2 deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind;
- 3 loss of or damage to rare books, medals, stamps or coin collections;
- 4 motor vehicles, motor cycles, caravans or trailers including fitted accessories, hang gliders, air or water craft and their equipment;
- 5 livestock or other animals;
- 6 theft from the Dwelling while lent, let or sub-let unless We can see physical damage caused by the theft;
- 7 theft if the Dwelling is unoccupied for a total period of 60 (sixty) consecutive days during any 12 (twelve) month period; theft or attempted theft if the total of the periods of unoccupancy of the Dwelling exceeds 60 (sixty) days in any 12 (twelve) month Period of Insurance, unless We agree to extend cover in writing and You have paid the additional premium that We require;
- 8 more than 20% (twenty percent) of the Household Contents insured amount for platinum, gold and/ or silver articles, diamonds, precious stones, watches and other items of jewellery:
  - 8.1 unless kept in a locked category 1 or equivalent security safe in which case the limit would be increased to 35% (thirty five percent) of the Household Contents insured amount;
- 9 more than 25% (twenty five percent) of the Household Contents insured amount for electronic equipment unless otherwise stated in the Schedule;
- 10 more than 30% (thirty percent) of the Household Contents insured amount for furs, photographic equipment, oriental carpets and rugs;
- 11 loss or damage if the construction of the Dwelling or Outbuilding is non-standard;
- 12 loss or damage from to any Dwelling or Outbuilding which has a thatch roof in part or in whole unless specified on the Schedule and You have paid the additional premium that We require;
- 13 property more specifically covered under any other policy.
- 14 caused by any subsidence or landslip whatsoever, unless otherwise stated on the Schedule and You have paid the relevant extra premium.

## SPECIAL CONDITIONS

### 1 PROPERTY UNOCCUPIED

If Your Dwelling is unoccupied for a period of more than 60 (sixty) consecutive days, cover against loss or damage by theft is automatically suspended, unless We agree to extend cover in writing and You have paid the additional premium that We require. We do not regard the occupation of the domestic employees' quarters by Your domestic employees or of any Outbuildings by tenants as occupation of the Dwelling for the purpose of this Special Condition.

### 2 CHANGE OF RISK ADDRESS

When You move to a new permanent address, You must give Us written notice of the move within 7 (seven) days otherwise Your cover under this Section will lapse.

### 3 PROOF OF OWNERSHIP

You must provide Us with reasonable proof We require of the value and ownership of any item claimed for.



#### 4 PAIRS AND SETS

Where insured property consists of a pair or set, We do not compensate You for more than the value of any particular portion which may be lost or damaged, nor for more than the proportionate part of the pair or set, without reference to any special value which such article(s) may have as part of such pair or set.

#### 5 TENANTS

Should any tenant in the Dwelling and/or Outbuildings increase the risk without Your knowledge the insurance will not be invalidated.

#### 6 AMOUNT PAYABLE BY YOU

You must pay the Excess stated in the Excesses Annexure each time You claim under this Section.

#### 7 SECURITY WARRANTY

It is warranted that either 7.1 and/or 7.2 shall be complied with by You unless otherwise agreed to by Us in writing:

- 7.1 We will not pay for a loss or damage by theft or break-in, or attempt thereat from the Dwelling and/or Outbuildings,
- 7.1.1 unless all opening windows including louvres are protected by burglar bars, and
  - 7.1.2 security gates are fitted and used on all exiting doors;

**OR**

- 7.2 We will not pay for loss or damage caused by theft or break-in or any attempt thereat, from the Dwelling and/or Outbuildings occurring whilst the Dwelling is unoccupied unless the Dwelling and/or Outbuildings are protected by means of a radio linked burglar alarm:
- 7.2.1 which is monitored by a control room with 24 (twenty four) hour armed response, and
  - 7.2.2 which is maintained and kept in full working order and is fully operational, and
  - 7.2.3 activated at all times when the Dwelling is unoccupied;
  - 7.2.4 The alarm may not be altered or removed by any person unless We agree to this in writing before the work is done;
  - 7.2.5 We do not regard the occupation of the domestic employees' quarters by Your domestic employees, or of an Outbuilding by tenants as occupation of the Dwelling for the purpose of this warranty;
  - 7.2.6 The burglar alarm must be tested on a monthly basis to ensure that it is in a proper working order;
  - 7.2.7 The generic code of the alarm must be changed to an unique and individual PIN code at the time that the alarm is installed;
  - 7.2.8 There will be no cover unless the key/code to the alarm is obtained by assault, violence or threat of violence to You or the key/code holder.

If We require security gates in front of all exterior doors (stated on the Schedule) and We have given a discount for having such gates, and the security gates are not locked when the Dwelling and Outbuildings are left unoccupied You will not have theft or break-in cover under this section.

If We require an alarm system (stated on the Schedule) and We have given a discount for having an alarm system, and the alarm system is not in a working condition or is not set when the buildings are left unattended You will not have theft or break-in cover under this Section. The occupation of the domestic employee quarters by Your domestic employees will not constitute occupation of the Dwelling for the purpose of this warranty and the occupation of the Outbuildings by tenants will not constitute occupation of the Dwelling for the purpose of this warranty.

#### OPTIONAL EXTENSIONS OF COVER

Optional cover if stated on the Schedule and the additional premium has been paid.

#### 1 ACCIDENTAL DAMAGE

Loss of, or damage to contents whilst inside your Dwelling or on Your premises, excluding:



- 1.1 Loss or damage
  - 1.1.1 Which is payable under any other section of this policy;
  - 1.1.2 Due to depreciation or gradual causes such as wear and tear, rust mildew, corrosion and decay;
  - 1.1.3 Caused by moths or vermin or a cleaning, repairing or restoration process;
  - 1.1.4 Of or to tools, gardening implements, garden furniture or automatic swimming pool apparatus;
  - 1.1.5 Of or to portable computer equipment or cellular telephones;
- 1.2 Damage to glass, glassware or other brittle articles due to cracking or scratching, unless caused by theft or attempted theft or fire. Jewellery, cameras or fixed glass of television sets are not excluded;
- 1.3 The cost of reproduction or repair of data;
- 1.4 Mechanical, electrical or electronic breakdown.

Average is not applicable to this cover. A claim will not influence Your no-claim bonus.

## **COVER OPTION B**

Cover provided under this option is subject to the same terms, conditions and exclusions as Cover option A, but excludes all Burglary and Theft cover.



## SECTION 3 - HOUSE OWNERS

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### DEFINITIONS

FOR THIS SECTION:

- 1 "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued.
  
- 2 "Dwelling" refers to the immovable structures and includes the private residence and its domestic outbuildings including all fixtures, fittings and improvements such as;
  - 1 water, sewerage, gas, electricity and telephone connections;
  - 2 paths and driveways constructed of brick, concrete, pavers, asphalt or stone (not gravel); 3 walls, gates and fences (excluding hedges);
  - 4 swimming pools including fixed filtration plant, water pumping machinery (not automatic pool cleaners); 5 tennis courts;
  - 6 sauna and spa baths;
  - 7 aerials, antennae and satellite receivers;belonging to You and situated at the risk address on the Schedule.

### COVER PROVIDED

#### 1 INDEMNITY TO YOU

- 1.1 We will decide whether We will settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy

If at the time of the loss or damage, the amount which is needed to replace Your property with similar new property is more than the amount for which it is insured, You will be considered to be Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

**or**

- 1.2 You may choose within 6 (six) months of the date of destruction or damage to reinstate the Dwelling on the same site as nearly as possible to its condition when new (or another site and in the way You want provided that this does not increase Our liability, provided:
  - 1.2.1 the reinstatement must be started and finished in a reasonable time otherwise We will settle in terms of 1.1;
  - 1.2.2 We will not pay more than the cost which would have been payable in terms of 1.1 until the cost has first been incurred by You;
  - 1.2.3 if at the time of reinstatement the cost including the cost of demolition and professional fees which would have been incurred in reinstating the Dwelling had it been totally destroyed is more than the insured amount on the Dwelling at the time of destruction or damage You will be Your own insurer for the difference and will bear a proportional share of the reinstatement.

#### 2 INSURED EVENTS

The insured events are:

- 2.1 fire, explosion, lightning, thunderbolts and underground fire;
- 2.2 storm, wind, water, hail, snow or flood excluding destruction or damage:
  - 2.2.1 to gates, fences and retaining walls;
  - 2.2.2 caused by movement of the land supporting the Dwelling even if such movement is caused by



storm or flood. This does not apply to the removal of land supporting the Dwelling by flowing surface water;

- 2.2.3 as a result of any process necessarily involving the use or application of water, unless by the public authorities in extinguishing a fire;
  - 2.2.4 as a result of wear and tear or gradual deterioration, or any other gradually operating cause;
  - 2.2.5 caused by any subsidence or landslip whatsoever, unless otherwise stated on the Schedule and You have paid the relevant extra premium;
- 2.3 earthquake **excluding** any loss or damage arising directly or indirectly from any mining operations;
  - 2.4 bursting or overflowing of water tanks, equipment or pipes, excluding loss or damage to such pipes, tanks and water equipment. However, damage to geysers caused by bursting or rupturing is covered up to ZMW750
  - 2.5 impact with any of the said buildings by an animal or vehicle or articles falling from such vehicle or falling trees (except whilst being felled);
  - 2.6 impact by aircraft and other aerial devices or articles dropped therefrom;
  - 2.7 break-in or any attempted therein;
  - 2.8 theft or attempted theft of landlord's fixtures and fittings in or on the buildings but not for theft while the Dwelling is lent, let or sub-let in whole or in part (other than to paying guests, boarders or lodgers up to 3 (three) in all), unless We can see physical damage caused by the break-in or theft;
  - 2.9 malicious acts of persons during or following break-in;
  - 2.10 escape of oil from a fixed oil heater or associated equipment.

We will not pay more than the total insured amount on the Schedule in any 12 (twelve) month period of insurance, or the full replacement value of such building whichever is less.

### 3 **LOSS OF RENT**

3.1 We will compensate you for:

- 3.1.1 Loss of rent, or
- 3.1.2 rent for which You are liable, or
- 3.1.3 the cost of other similar accommodation,

because the Dwelling is unfit to live in, limited to 20% (twenty percent) of the House Owners insured amount or ZMW6,000 whichever the lesser any 12 (twelve) month period of insurance.

3.2 If Your Dwelling is insured by this Section then indemnity is provided by Section 7 Personal Liability, in so far as it applies to the liability of property owners.

### 4 **FIRE BRIGADE CHARGES**

We will pay the actual cost charged by any authorised fire brigade in connection with an insured event.

### 5 **COST OF DEMOLITION AND PROFESSIONAL FEES**

Provided that We agree in writing We will pay actual costs charged for:

- 5.1 demolishing the building, removing debris of such insured building from the site and erecting hoardings required for building operations;
- 5.2 architects' fees, quantity surveyors' fees, consulting engineers' fees and local authorities' scrutiny fees;
- 5.3 in accordance with the requirements of any public authority;

in connection with the loss or destruction of or damage to the Insured Property by an insured event, provided that We are only liable up to the insured amount in the Schedule.



**6 WATER-PUMPING MACHINERY**

If fixed filtration plant or water-pumping machinery (not automatic pool cleaners) in domestic use is accidentally destroyed or damaged (not wear and tear) We will pay for or may choose to repair or replace it up to ZMW1,000 per event.

**7 PUBLIC SUPPLY OR MAINS CONNECTION**

If the water, sewerage, gas, electricity and telephone connections, of Your property or for which You are legally responsible, between the said Dwelling and the public supply or mains are accidentally damaged or destroyed, We may decide to pay for or may choose to repair them.

**8 ACCIDENTAL BREAKAGE OF GLASS AND SANITARY WARE**

In the event of accidental breakage in the Dwelling (except when it is unfurnished and unoccupied) of:

8.1 fixed glass;

8.2 fixed sanitary ware excluding chipping, scratching or disfiguration;

We may decide to pay for or may choose to repair or replace it.

**9 LIABILITY TO THE PUBLIC**

If Your Dwelling is insured by this Section then indemnity is provided by Section 7 Personal Liability, in so far as it applies to the liability of property owners.

**10 ALTERATION, ADDITIONS AND IMPROVEMENTS**

The increase in value to the Dwelling following alterations, additions and improvements, provided You advise Us within 30 (thirty) days of completion of such and pay the additional premium We may require based on such alterations, additions or improvements up to 15% (fifteen percent) of the insured amount.

**11 GUARDS**

Employment of guards up to ZMW500 to protect Your Dwelling after the occurrence of an insured event.

**12 WATER LEAKAGE**

We will compensate you for costs of water lost through leakage as a result of an insured peril from pipes on your property where you are responsible to pay the charge for such water subject to the following:

12.1 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 ZMW500

**13 SUBSIDENCE (IF STATED ON THE SCHEDULE TO BE INCLUDED)**

13.1 Loss or damage to the dwelling caused by subsidence or heave of land supporting the dwelling or landslip, provided such loss or damage is not caused by or does not arise from

13.1.1 excavations other than mining excavations;

13.1.2 alterations, additions or repairs to the dwelling;

13.1.3 the compaction of infill;

13.1.4 defective design, materials or workmanship;

13.1.5 normal settlement, shrinkage or expansion of the dwelling.

13.2 We will not be liable for loss of or damage to

13.2.1 solid floor slabs or any other part of the dwelling resulting from the movement of such slabs, unless the foundations supporting the external walls of the private residence or its domestic



outbuilding are damaged by the same cause at the same time;

13.2.2 swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time.

13.3 We will not be liable for work necessary to prevent further loss or damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the dwelling and any subsequent additions thereto.

#### 14 **AMOUNT PAYABLE BY YOU**

You must pay the Excess stated in the Excesses Annexure each time You claim under this Section.

### **SPECIAL EXCLUSIONS**

THE FOLLOWING ARE NOT COVERED:

- 1 consequential loss or damage of any kind whatsoever except as specifically provided for under Loss of Rent;
- 2 any claim arising out of any contractual liability unless legal liability would have existed in the absence of such contract or agreement;
- 3 loss, destruction or damage to any property whatsoever, or any loss or expense whatsoever resulting or arising therefrom as a result of lack of maintenance to Your Dwelling;
- 4 loss or damage to any Dwelling of which the construction is non-standard;
- 5 loss or damage to any Dwelling which has a thatch roof in part or in whole unless specified on the Schedule and the additional premium has been received by Us;
- 6 any loss of or damage to the Dwelling in the event that it is unoccupied for more than 60 (sixty) collective days per year unless We agree otherwise in writing.

We will also not be liable under more than one of the Sections of this Policy for any legal liability, arising from the same happening, for the same property or liability.

### **SPECIAL CONDITIONS**

#### 1 **MORTGAGEE**

The interests of the mortgagee:

- 1.1 rank prior to Your interests;
- 1.2 are limited to the outstanding balance on the home loan account for the insured Property;
- 1.3 will not be invalidated by Your act or omission that occurs without the mortgagee's knowledge.

#### 2 **TENANTS**

This insurance will not be invalidated by any act or omission of a tenant of Yours without Your knowledge, provided You notify Us in writing as soon as such act or omission comes to Your knowledge.

#### 3 **BUILDING OPERATIONS**

While the dwelling is being erected or structurally altered cover provided by 3. Loss of Rent, 8. Accidental Breakage of Glass and Sanitary ware and 9. Liability to the Public will not apply to loss, damage or liability arising directly or indirectly from such erection or alteration.



## SECTION 4 - ALL RISKS

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### DEFINITIONS

FOR THIS SECTION:

- 1 “You / Your / Yours / Yourself” means the person(s) in whose name this Policy is issued and any member of Your family living with You.
  
- 2 “property insured” means:
  - 2.1 General (Unspecified property)
    - 2.1.1 clothing;
    - 2.1.2 personal effects normally worn or designed to be carried on or about the person;
    - 2.1.3 personal equipment normally worn or used by the person participating in sport excluding sports equipment used during the course of play.
  - 2.2 Specified property described in the Specified All Risks Section on the Schedule.

### COVER PROVIDED

#### 1 INDEMNITY TO YOU

We will decide whether We want to settle a claim by repairing or replacing or paying cash, or a combination of the three, at current replacement cost but subject always to the limit of indemnity stated in this Policy, which results from any cause occurring anywhere in the world provided that any temporary visits outside the territorial limit of the Republic of Zambia is for a period of up to 6 (six) months only per any 12 (twelve) month period of insurance.

#### 2 UNDER-INSURANCE

If at the time of the loss or damage, the amount which is needed to replace Your property with similar new property is more than the amount for which it is insured, You will be considered as Your own insurer for the difference and will bear a proportional share of the loss or damage accordingly.

#### 3 SAFE DEPOSIT

If cover indicated against an item on the Specified All Risks Section is “Bank”, insurance for this item is only valid while it is contained in a safe deposit in a bank.

### SPECIAL EXCLUSIONS

THE FOLLOWING ARE NOT COVERED:

- 1 for 2.1 General (Unspecified property)
  - 1.1 more than 20% (twenty percent) of the insured amount, maximum ZMW1,000 for any one item or article, whichever is the lesser;
  - 1.2 car sound equipment, cassette tapes, compact discs, contact lenses, car phones and cellular phones, leather jackets, pedal cycles, spectacles, sunglasses, stamps, coin collections, contents of caravan, camping equipment and golf clubs;
  - 1.3 vehicles, motorcycles, trailers and caravans including their fitted accessories, hang gliders, air and watercraft and their equipment;
  - 1.4 property more specifically insured under any other policy;





- 1.5 deeds, bonds, bills of exchange, promissory notes, cheques, securities for money, manuscripts, documents of any kind;
- 1.6 money and credit cards.

**In respect of 2.1 and 2.2 (Unspecified and Specified property)**

- 2 the Excess of any claim as stated on the Excesses Annexure or on the Schedule;
- 3 wear, tear, rust, any gradual deterioration or depreciation;
- 4 electrical or mechanical breakdown unless specified under Mechanical Breakdown cover provided under this Section;
- 5 the cost of reproducing sound, data and images on tapes, records, film or magnetic media;
- 6 loss or damage caused:
  - 6.1 by vermin, moths or gradually operating causes;
  - 6.2 during any process of cleaning, dyeing or renovating;
  - 6.3 by confiscation, detention, delay or destruction arising from any process of law;
- 7 loss or damage caused by the bursting, rusting, corrosion or derangement of any firearm;
- 8 cameras and photographic equipment used for professional purposes or for reward;
- 9 damage to sporting equipment occurring during the course of play;
- 10 chipping, scratching, denting and breakage of china or similar articles of a fragile nature;
- 11 personal property exceeding ZMW2,500 stolen from:
  - 11.1 any unattended vehicle;
  - 11.2 any vehicle stolen in its entirety.

In respect of 11.1 and 11.2 above personal property must be concealed in:

- 11.3 the securely locked boot; or
- 11.4 the securely locked glove compartment; or
- 11.5 the closed boot section of the securely locked "hatch back" type vehicle.

We must be able to see the physical damage caused by the theft or break-in.

## **SPECIAL CONDITIONS**

### **1 EVIDENCE OF VALUE**

A professional valuation prior to any loss or damage occurring must be produced in support of items exceeding ZMW2,000 in value.

### **2 PAIRS AND SETS**

Where an article consists of a pair or set, We will not be liable for more than the value of any particular portion which may be lost or damaged, nor for more than the proportionate part of the pair or set, without reference to any special value which such article(s) may have as part of such pair or set.

NB. An item shall include a set of two or more component parts which together comprise a whole e.g. a suit of clothes.

### **3 COLLECTIONS**



### 3.1 Stamp

If a stamp collection is described in the specified property schedule:

- 3.1.1 we will only be liable if one or more complete pages of the collection are lost or damaged;
- 3.1.2 our liability for any one stamp will not exceed two-thirds of the value stated in any current recognised catalogue up to ZMW500 any one stamp.

### 3.2 Coin

If a coin collection is described in the specified property schedule we will not be liable for:

- 3.2.1 current coins;
- 3.2.2 more than ZMW500 any one coin.

## 4 CARAVAN CONTENTS

If the contents of a caravan are included in the specified property schedule the following apply to that item.

- 4.1 Property insured means household goods, which belongs to you or are your responsibility, while in the caravan or attached side tent.
- 4.2 If the property insured is accidentally lost or damaged we will pay for or may choose to repair or replace it. The amount payable will be the current replacement cost.
- 4.3 If at the time of the loss or damage the cost of replacing the property insured as new is greater than the sum insured you will be your own insurer for the difference and will bear a rateable proportion of the loss or damage.
- 4.4 We will not be liable for:
  - 4.4.1 theft of property insured while the caravan or attached side tent is unoccupied unless there is forcible and violent entry;
  - 4.4.2 more than ZMW500 or 25% (twenty five percent) of the sum insured, whichever is the greater, for any one article;
  - 4.4.3 the permanent fittings of the caravan;
  - 4.4.4 stamp and coin collections, money, documents, jewellery, furs or any article more specifically insured;
  - 4.4.5 loss or damage caused by fraud or dishonesty by any person to whom the caravan is on loan or hire.

## 5 CELLPHONES

The make, model and IMEI number of any cellphone insured under this Section, must be provided to Us and stated on the Schedule.

## OPTIONAL EXTENSIONS OF COVER

Optional cover if stated on the Schedule and the additional premium has been paid

### 1 MECHANICAL BREAKDOWN OF HOUSEHOLD APPLIANCES

The property insured includes all household appliances specifically insured as stated in the Schedule.

- 1.1 We will indemnify You for loss of or accidental damage to household appliances belonging to You or for which You are responsible, caused by
  - 1.1.1 sudden and dangerous distortion of any part of the household appliances by crushing or stress



from internal pressure;

- 1.1.2 the sudden breaking or burning out of any part of the household appliance including overheating or collapse of bearings arising from electrical or mechanical breakdown;
  - 1.1.3 accidental external means whilst at work or at rest or during resiting, dismantling for renovation, repair or cleaning or during re-assembly;
  - 1.1.4 accidental external means during resiting or dismantling or renovation, cleaning, repair or re-assembly;
  - 1.1.5 or as a result of deterioration of foodstuffs in any household appliance including the loss of use of such household appliance.
- 1.2 The following are not covered:
- 1.2.1 the Excess as stated on the Schedule;
  - 1.2.2 wear and tear and/or depreciation.
- 1.3 You shall, depending upon age as mentioned below of such appliance, be compensated in accordance with one of the following percentages:

AGE OF APPLIANCE CALCULATED FROM DATE OF MANUFACTURE TO OCCURRENCE OF THE LOSS OR DAMAGE	PERCENTAGE OF SUM INSURED
1.3.1 up to 3 Years	100%
1.3.2 older than 3 Years, but not older than 6 Years	75%
1.3.3 older than 6 Years	50%
1.3.4 not established	50%



## SECTION 6 - PERSONAL COMPUTER EQUIPMENT

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### DEFINITIONS

FOR THIS SECTION:

- 1 “You / Your / Yours / Yourself” means the person(s) in whose name this Policy is issued and any member of Your family living with You.
- 2 “property insured” means Your computer, including its keyboard, monitor and peripherals used in a personal capacity.

### COVER PROVIDED

#### 1 WE COVER YOU FOR

##### 1.1 Material Damage:

The insurance for physical loss of or damage to the property insured described on the Schedule from any cause, but excluding:

- 1.1.1 loss or damage provided for under any maintenance or lease agreement;
- 1.1.2 loss or damage caused by wear and tear or gradually operating causes, development of poor contacts or scratching of paint or polished surfaces;
- 1.1.3 parts having a short life such as (but not limited to) X-ray tubes, bulbs, valves, fuses or contacts. If such parts are damaged as a result of an accident as provided for by the Policy to other parts of the property insured, We will compensate You for the residual value of such parts;
- 1.1.4 loss of use of the property insured or other consequential loss, damage or liability of any nature whatsoever other than losses specifically provided herein;
- 1.1.5 any loss resulting from theft from any vehicle while left unattended, except theft from the luggage compartment, as a result of forcible and violent opening of such vehicle, excluding laptops and any portable data and/or media carrying equipment;
- 1.1.6 any loss resulting from theft from any building in which You are employed unless We can see the physical damage caused by the theft, excluding laptops and any portable data and/or media carrying equipment.

##### 1.2 Reconstitution of data:

This Section is extended to include all costs and expenses necessarily and reasonably incurred in the recompilation of data and or programmes recorded on data carrying media which is lost as a result of accidental erasure provided that such costs and expenses are:

- 1.2.1 not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data;
- 1.2.2 subject to a limit of ZMW750 per occurrence or series of occurrences arising out of each event.

##### 1.3 The basis of indemnification is:

- 1.3.1 if the insured Property is damaged and can be repaired, the cost of restoration to working order which will be based on the customary daily rate of wages including tax and customs duties;
- 1.3.2 in the event of the property insured or part thereof being totally lost or destroyed, We will pay the current new replacement cost including tax and custom duties, provided always that if:
  - 1.3.2.1 You are unwilling or unable to replace or reinstate the property insured lost or damaged with property identical in every respect or if You fail to replace or reinstate it within 6 (six) months of the date of the loss or damage or such further time as We may allow, the basis of indemnity will be the market value of the property immediately before the loss or damage;
  - 1.3.2.2 at the time of the loss or damage the insured value is lower than the installed new replacement value of the item of the property insured, We will only pay in the



proportion which the insured amount bears to the installed new replacement value.

1.4 Incompatibility cover:

We will indemnify you for costs in respect of:

- 1.4.1 modifications or alterations to the property insured directly consequent upon loss or damage covered by 1.1 of this section to ensure the operating integrity of the computer;
- 1.4.2 replacement of legal programs to achieve compatibility with the modified or altered computer, provided that such programs have been listed on the schedule as insured programs and a replacement value declared therefore;
- 1.4.3 the restoration of previously captured data which has become inaccessible due to the modifications to or alterations of the computer or in consequence of the replacement or upgrading of legal programs provided always that;
- 1.4.4 the costs allowed for in 1.4.1, 1.4.2, 1.4.3 above shall be necessarily and reasonably incurred to maintain normal working conditions;
- 1.4.5 such additional costs shall be incurred as a direct consequence of loss or damage covered in terms of insured events 1.1 and 1.2 above;
- 1.4.6 the cover afforded hereunder shall be restricted to:
  - 1.4.6.1 parts or components of the computer system which are not covered by insured event 1.1;
  - 1.4.6.2 programs or data reinstated and not covered under insured event 1.2;
- 1.4.7 the amount paid hereunder, in respect of any on event, shall not exceed ZMW1,000.

## **AMOUNT PAYABLE BY YOU**

You must pay the Excess each time You claim under this Section.

