



Prime Insurance Company Limited

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HOUSE OWNER'S POLICY

Prime Insurance Company Limited (hereafter called “the Insurers”) will provide insurance in terms of this policy in respect of events occurring during the period of insurance or any subsequent period for which they may agree to renew the insurance and except where expressly varied any alterations to the subject to the terms exceptions and conditions contained herein or endorsed heron.

Any statement made by or on behalf of the Insured and any documents submitted to the Insurers for the purpose of assessing the risk form the basis of the insurance provided by this policy.

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FOR MANAGING DIRECTOR

SECTION 1

INSURANCE ON THE BUILDINGS

LOSS OF OR DAMAGE

A. Indemnity to Insured

The Insurers will subject to the sums Insured and Limits of Liability indemnify the Insured by payment of cash the amount of the loss or damage or at the Insurers option repair reinstated or replace any property lost or damage occurring during any period of insurance.

B. Basic Cover

Loss or damage to the buildings at the time the premises specified in the schedule including Architects Quantity Surveyors and Consulting Engineers fees necessarily incurred in the reinstatement of the premises following such loss or damage (other than fees incurred in preparing any claim).

C. Perils Covered

1. Fire lightning thunderbolts subterranean fire explosion earthquake or volcanic eruption.
2. Storm tempest or flood excluding loss or damage caused by subsidence or landslip or to hedges fences gates or boundary walls.
3. Impact or collision involving any:
 - a) vehicle train aircraft or other aerial devices or anything dropped from them.
 - b) animal.
4. Riot strike civil commotion lock-outs labour disturbance malicious Damage by any person other than a person lawfully on the premises.
5. Escape of water or oil from any fixed water or fixed heating installation or washing machine.
6. Theft or attempt theft of Landlord's fixture and fittings in or on the Premises provided violent and forcible means are used to gain entry or exit
7. Falling trees or branches
8. House break-in or any attempt thereat.

D. Loss of Rent and Alternative Accommodation

Amount not exceeding 10% of the sum Insured on buildings for :

- the necessary cost of reasonable alternative accommodation
- rent which continues to be payable by the Insured
- loss of rent otherwise payable to the Insured while the building remains uninhabitable from any cause due to perils covered by this section of the policy.

E BREAKAGE OF GLASS

The cost of replacing following accidental breakage in the buildings of glass in windows doors fanlights and skylights and other glass forming part of the landlord's fixtures and fittings.

F DAMAGE TO PIPES AND CABLES.

Accidental damage to water and sewerage pipes and gas oil electricity and telephone connections in or on the premises.

G DEBRIS REMOVAL.

The cost of demolition erection of hoardings and removal of debris from the premises following damage by an insured peril such cost being necessarily incurred and with the consent of the Insurers.

H MUNICIPAL CHARGES

Municipal charges necessarily incurred for:

1. The extinguishing of any fire affecting or threatening to affect the insured premises.
2. The scrutiny of any plans for rebuilding or reinstatement as a direct result of a claim admitted under the policy.

I PUBLIC LIABILITY

- i) All sums which the Insured is legally liable to pay as owner of the premises for compensation in respect of
 - a) death of bodily injury to all illness of any person
 - b) physical loss of or physical damage to tangible property occurring in or about the premises during the period of Insurance as a result of an accident.
- ii) All cost and expenses of litigation
 - a) recovered by any claimant against the Insured
 - b) incurred with the written consent of the Insurers in respect of a claim against the Insured for compensation to which the indemnity expressed in this extension applies.

In the event of the death of the Insured the Insurers will in respect of liability incurred by the Insured indemnify the Insured's personal representatives in the Terms of the subject to the Limitations of this Extension provided that the personal representatives must as though they were the Insured observe fulfil and be subject to the Terms Exceptions and Conditions of the Policy so far as they can apply.

Provided that the amount payable in respect of any one accident or series of accidents arising out of one event will not exceed K250,000 inclusive of all compensation and all costs of litigation and all other costs and expenses incurred with the Insurers consent.

The indemnity expressed in this extension does not apply nor include:

1. liability assumed by the Insured by agreement and which would not have attached in the absence of the agreement
2. liability in respect of death or bodily injury to or illness of any person who is a member of the Insured's family or household.
3. liability to death or bodily injury or illness of any person under a contract of service or apprenticeship with the insured if the liability is in respect of death bodily injury or illness arising out of and in the course of the employment of the person by the Insured
4. liability in respect of loss or damage to property belonging to or in the

- charge or under the control of the Insured or of any servant or agent of the Insured or of a member of his family or household
5. liability in respect of death bodily injury illness loss or damage caused by or in connection with or arising from:
 - a) any professional or business of the Insured
 - b) the ownership or possession or use by or on behalf of the Insured of lifts or mechanically propelled vehicle or trailers other than pedestrian controlled gardening implements of firearms
 6. liability in respect of:
 - a) death injury illness loss or damage caused by or in connection with or arising from seepage pollution or contamination
 - b) the cost of removing nullifying or cleaning up seeping pollution or contamination substances unless the seepage pollution or contamination is caused by a sudden unintended and unexpected event.
 7. liability for punitive exemplary or vindictive damage fines or penalties awarded in any court.
 8. Cost and expenses incurred subsequent to the date on which the Company has either paid or offered to pay the full amount of the claim.

J. COSTS OF REMOVAL OF FALLEN TREES

Costs reasonably and necessarily incurred in removing from the premises trees or part of trees that have fallen causing damage to the buildings.

K. UNDERINSURANCE

If the property insured at the time of any loss or damage is collectively of greater value than the sum insured the insured will be considered to be his own insurer for the excess and must bear a rateable share of the loss or damage. Where there is more than one item, average will apply separately to each individual item

EXCLUSION APPLYING TO SECTION 1

BUILDINGS

The insurers will not be liable in respect of:

1. THEFT

- a) Theft from opening including gates, hedges, fences or boundary walls unless specifically insured.
- b) theft whilst the building or any part of the buildings are lent let or sublet
- c) theft from out building not directly communicated with the private dwelling house or private flat unless specifically insured
- d) theft or attempt theft occurring during any period of unoccupancy of the building in excess of sixty days of unoccupancy in any period of insurance unless the insurers have by endorsement specifically agreed otherwise.
- e) the first MK100 of each and every loss.

2. IMPACT WITH BUILDINGS

- a) Impact or collision involving any vehicle train or other aerial devices or animal belonging to or under control of the insured or any member of his family normally residing with him
- b) damage to gates hedges fences or boundary walls unless specifically insured
- c) the first MK100 of each and every loss

3. STORM TEMPEST AND FLOOD

- A) Loss or damage caused by subsidence erosion landslip or settling of water level of Lake Malawi
- b) loss or damage caused by water unless it has entered through an opening in wall or roof made by the storm
- c) loss or damage caused by the storm as regards any building in course of construction or reconstruction or repair (unless all outside doors windows and other openings to the building are complete and protected against such perils) awnings blinds signs external television and radio antennae aerial fittings masts and towers or other out door fixtures and fittings including gates hedges and fences
- d) the first MK100 of each and every loss.

4. UNOCCUPANCY

Damage caused by escape of water or oil from any fixed water or fixed heating installation or pipes or washing machines whilst the building is left unoccupied over 60 days or unfurnished.

SECTION 2

INSURANCE OF CONTENTS

A. INDEMNITY

The insurers will subject to the sum insured and limits of liability indemnify the Insured by payment of cash the amount of the loss or damage or at their option repair reinstated or replace any property lost or damaged occurring during any one period of insurance.

B. BASIC COVER

Loss destruction or damage to the content of the buildings specified in the schedule caused by the Insured perils.

C. PERILS COVERED

1. Fire lightning explosion earthquake thunderbolt subterranean fire or volcanic eruption
2. Storm tempest or flood.
3. Impact or collision involving any:
 - a) vehicle train aircraft or other aeriels devices or anything dropped from them or collapse of television or radio aeriels or masts
 - b) animal
4. Riot strike civil commotion lock-outs labour disturbances or malicious acts.
5. Escape of water or oil from any fixed heating installation or washing machine.
6. Theft or attempted theft provided violent and forcible means are used to gain entry or exit.

D. COVER AWAY FROM PRIVATE RESIDENCE.

Loss or damage to the contents (but only in so far as they are not otherwise insured) caused by:

1. the perils described in C while in any other building (including hospital or educational establishments) where the insured or any member of the insured's household is temporarily residing or in any bank safe deposit or furniture depository.
2. Fire lightning explosion or theft accompanied by actual forcible and violent entry or exit while in any laundry dry cleaners or at any office or trade premises where the insured or any member of the insured's household is employed.
3. Fire explosion or theft while in transit to or from the bank or safe deposit.

The amount payable in this paragraph shall not exceed 20% of the sum Insured unless specifically agreed.

E. TRANSIT COVER

Loss or damage to the contents (but only in so far as they are not otherwise insured) caused by fire lightening explosion or theft while in course of removal within Malawi consequent upon a permanent change of residence.

F. LOSS OF MONEY

Loss of money while in the private residence specified in the schedule (excluding private garages and outbuildings) to a limit of MK500 caused by any of the perils described under item C above but not exceeding all losses by theft unless such theft is accompanied by forcible and violent entry or exit.

G. LOSS OF KEYS

The necessary cost of replacing locks and keys to external doors and keys to other cabinets cupboards or appliances following loss of or damage to keys entering to private residence up to a limit of MK500.

H. ACCIDENTAL BREAKAGE

Accidental breakage of mirrors and of glass forming part of furniture (other than lightening fixtures and fittings) while in the building.

I COST ALTERNATIVE ACCOMMODATION

The reasonable cost of alternative accommodation when the building are uninhabitable due to loss or damage caused by the perils described in C but only for necessary reinstatement period.

The total amount payable in this paragraph in one period of Insurance shall not exceed 10% of the sum insured.

J. MEDICAL EXPENSES

Medical expenses (but not only in so far as such expenses are not otherwise recoverable) incurred as a result of bodily injury sustained by:

1. any person other than the insured or a member of the insured's household directly caused by any domestic animal kept on the premises.
2. any guest or visitor directly caused by any defect in or about the premises.
3. any domestic employee of the insured arising out of and in the course of employment.

The amount payable in terms of this paragraph shall not exceed MK100 for each person in respect of any one claim or series of claims arising out of one event.

K. DEEP FREEZER CONTENTS

Loss or damage to goods to a limit of MK1,000 any one claim in any deep freezer in the buildings due to:

1. breakdown of or accidental damage to the deep freezer
2. failure to any thermostatic or automatic controlling device of the freezer

3. failure of public electricity supply not due to drought shortage of fuel or the deliberate act of the supply authority.

Claims are excluded in respect of :

1. the willful acts or willful neglect of the insured any member of the insured household or domestic employee
2. failure of the insured to maintain the deep freezer in efficient condition.

L. LIABILITY

The insurers will subject to the Limits of Liability and jurisdiction clause indemnify the insured against all sums for which the insured shall become legally liable to pay:

1. In respect of :
 - a) accidental death of or bodily injury to or disease contracted by any person not being a member of the insured's household or employed by the insured.
 - b) accidental loss of or damage to property not belonging to or in the custody or control of the insured or member of the Insured's household or a person employed by the insured happening during the period of insurance:
 - i) within Malawi
 - ii) elsewhere while the insured is on temporary visit

Any member of the insured's household permanently residing with the insured will be indemnified as though such person were the insured. In the event of the Insured's death the legal personal representatives of the insured will be indemnified in the respect of such liability. The maximum amount payable hereunder in respect of any one claim or series of claims arising out of one event shall not exceed MK250,000 inclusive of all costs of litigation and all other costs and expenses incurred with the insured's consent.

2. as tenant in respect of:
 - a) loss or damage to the building and landlord's fixture and fittings caused by the perils describe in C other than fire.
 - b) breakage of glass in windows doors fan lights and sky lights and other glass forming part of the landlord's fixtures and fittings.
 - c) damage to water and sewage pipes and to gas electricity and telephone connections between the building and the supply or mains. The total amount payable by this amount of sub paragraph 2 in any period of insurance shall not exceed 10% of the sum insured provided always that:
 - a) the insurers shall not be liable under this policy in respect of any domestic worker who is a member of the insured's family as defined in the Worker's Compensation Act.
 - a. the term "domestic worker" shall exclude any employee of a contract to the insured.
 - c) the insured shall not be liable in respect of any liability which attaches by virtue of agreement but not which would not have attached in the absence of such agreement.

Claims are excluded in the respect of:

- i) liability directly or indirectly due to :
 - a) the insured employment business or profession or that of any member of the insured's household.
 - b) the use of mechanically propelled road vehicle trailers water craft or any aircraft.

- c) the ownership or possession of animals other than dogs and cats.
- d) the ownership of any land or building.
- e) the occupation of land or building other than the building specified in the schedule.
- f) any willful or malicious act.

ii) any liability which attaches by virtue of an agreement but which would not have attached in the absence of such agreement

M. LIABILITY TO DOMESTIC EMPLOYEES.

The insurers will pay all sums of which the insured may be held legally liable at common law as householder in respect of accidental death of or bodily injury to any domestic employee of the insured arising out of and in the course of employment.

N. DEATH BENEFIT FOR INSURED AND SPOUSE

The insurers will pay the insured or to the legal personal representative of the insured the sum of MK10,000 in the event of death of the insured or the insured's spouse occurring in or about the premises directly caused by fire accident or violence at the hand of an intruder or a domestic employee of the insured provided death ensues within three calendar months.

If the death of the insured and the insured's spouse occurs as a result of one accident or series of accident arising out of one event as herein provided a proportional amount will be paid in respect of each.

O. UNDER INSURANCE

If the property insured at the time of any loss or damage is collectively of greater value than the sum insured the insured will be considered to be his own insurer for the excess and must bear a rateable share of loss or damage where there is more than one item average will apply separately to each individual.

P. SINGLE ARTICLE LIMIT

The insurers will pay in respect of any one article (excluding furniture, household appliances, radio and television sets, audio and video equipment, pianos and organs) up to maximum of 5% of the total sum insured on contents, or MK10,000 (Ten Thousand Kwacha), whichever is less unless one such article is separately declared under the section of contents.

EXCLUSION APPLYING TO SECTION 2 (CONTENTS)

The insurers will not be liable in respect of:

1. TERRITORIAL LIMIT

Property outside Malawi.

2. THEFT

- a) theft not accompanied by actual forcible and violent breaking into or out of the building
- b) theft from the open
- c) theft whilst the building or any part of the building are lent or sublet
- d) theft or attempted theft occurring during any period of

unoccupancy of the building in excess of 60 days of unoccupancy in any period of insurance unless the insurers have by endorsement specifically agreed otherwise.

- e) the first MK100 of each and every loss

3. STORM TEMPEST AND FLOOD

Loss or damage caused by subsidence erosion land slip settling or the water level of Lake Malawi.

4. CONSEQUENTIAL LOSS

Consequential loss of any kind except specifically provided for under item 1 (cost of alternative accommodation) above.

5. PROPERTY NOT INSURED

- a) property more specifically insured under another policy
- b) animals or poultry
- c) motor vehicles and accessories
- d) yachts and boats and other equipment and accessories
- e) deeds bonds bills of exchange promissory notes security for money documents of any kind manuscript medals and coins.

GENERAL EXCEPTION WHICH APPLY TO THE WHOLE POLICY

The insurers will not be liable in respect of:

1. JURISDICTION CLAUSE

Judgements which are not in the first instance delivered by or obtained from any court of competent jurisdiction within Malawi.

2. CONSEQUENTIAL LOSS

Consequential loss or damage of any kind or description incurred by the insured or the insured's household.

3. WAR

Any loss or damage to property legal liability expense consequential loss or bodily injury directly or indirectly covered by or arising from or contributed to by war invasion act of foreign enemy hostilities (whether war be declared or not) civil war mutiny rebellion revolution insurrection conspiracy military or usurped power.

4. RADIO ACTIVE CONTAMINATION

Any loss or damage to property legal liability expense consequential loss or bodily injury directly or indirectly covered by or arising from or contributed by:

- a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) radioactive toxin explosive or other hazardous of any properties of any explosive nuclear assembly or nuclear component of it.

5. EXISTING DAMAGE

Any loss or damage occurring before cover commences

6. WEAR AND TEAR

Wear and tear or any gradually operating cause.

7. DELIBERATE ACTS

The insurers will not pay for the damage caused by a deliberate act of any member of the insured's family.

CONDITIONS APPLYING TO THE WHOLE POLICY

1. INTERPRETATION

This policy and the schedule shall be read together and any word or expression to which a specific meaning has been attached in any part of the policy or of the schedule shall bear such meaning wherever it may appear.

2. OBSERVANCE OF POLICY TERMS AND CONDITIONS

The liability of the insured will be conditional upon any person claiming a benefit observing the Terms and Conditions of this policy.

3. PRECAUTIONS

the insured must take all reasonable steps to prevent loss or damage or accident and maintain the insured property in a sound condition and good repair.

4. NOTIFICATION OF CLAIMS

When the insured becomes aware of a possible claim under this policy, he/she must notify the insurers in writing without delay. If there has been theft or attempted theft vandalism or any malicious act the insured must also inform the Police immediately.

The insured must at his/her own expense provide the insurers with all details and evidence in the insurers request including written estimates and proof of ownership and value. Any writ summons or other legal document served on the insured or any member of the insured household in connection with possible claim must be sent to the insurers immediately. The insured must not answer any correspondence without the insurers' consent.

5. CONDUCT OF CLAIM

The insured must give whatever information or assistance the insurers request and must not admit deny or negotiate any claim without the insurers written consent. No property must be abandoned to the insurers.

6. FRAUDULENT CLAIM

If only claim under this policy shall be in any respect fraudulent or if any fraudulent means or devices are used by the insured or any one acting on his/her behalf to obtain any benefit under this policy all benefits hereunder shall be forfeited.

7. CONTRIBUTION (OTHER INSURANCE)

If loss damage liability which is the subject of a claim under this policy is covered by any other insurance the insurers will not pay more than their rateable share.

8. INSURERS RIGHT AFTER A LOSS

The insurers shall be entitled

- a) on the happening of any loss of or damage to the property insured to enter any building where the loss or damage has happened and to take and keep possession of the property insured and to deal with the salvage and this policy shall be proof of leave and licence for such purpose. No property may be abandoned to the insurers.
- b) to undertake in the name and on behalf of the insured the absolute conduct control and settlement of any proceedings and to take proceedings at its own expense and for its own benefit but in the name of the insured to cover compensation or secure indemnity from any third party in respect of anything covered by this policy.

9. AVERAGE

If the full value of the property at the time of the happening of the insured event exceeds the sum insured then the insured shall be considered as being his/her own insurer for the difference and shall bear a rateable share of the loss accordingly.

10. ARBITRATION

If any difference shall arise as to the amount to be paid under this policy (liability being otherwise admitted) such difference shall be referred to an Arbitrator to be appointed by the parties in accordance with the statutory provision in that behalf for the time being in force. Where any difference is by this condition to be referred to arbitration the making of an award shall be a condition precedent to any right of action against the insurers.

In no case whatever shall the insurers be liable for any loss or damage (except under "Property Owner's Liability" hereof) after the expiration of 12 months from the happening of the loss or damage unless the claim is the subject of pending action or arbitration.

11. CANCELLATION

The insures may cancel this policy at any time by sending seven days notice by registered letter to the insured at his/her last known address. If the insurers cancel the policy they will make full refund of the premium for any unexpired period cover.

The insured may cancel this policy at any time by written notice to the insurers in which event the insured shall be entitled to retain the customary short period or minimum premium for the period the policy has been in force.

Provided that if cancellation is at the request of the insured no refund of premium will be made should a claim have arisen during the current period of insurance.

12. TENANTS

Should a tenant of the insured do or omit to do without the knowledge or consent of the insured anything which would vitiate the within policy Exceptions Conditions and /or Warrant this policy will not be held to be void on that account provided that the insured shall notify the insurers the happening or existence of such act or omission as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard hereby created according to the established scale of rate for the time such increased hazard may be or shall have been assumed by the insurers during the continuance of this insurance.

13. MORTGAGEES

The interest of any mortgagee as regard the buildings landlord's fixtures and rent insured only shall not be invalidated by any act or neglect of the mortgagor or owner of the insured nor by any misrepresentation or non-disclosure by the mortgagor or owner of the property insured at the time when the insurance is effected or renewed or during the currency thereof nor by the alienation of the property nor by the occupation thereof for the purposes more hazardous than are permitted by this policy provided that such act neglect misrepresentation non-disclosure alienation or occupation shall have been effected without the knowledge or privity of the mortgagee. Provided also the mortgagee shall notify the insurers the happening or existence of such act neglect misrepresentation non-disclosure alienation as soon as the same shall come to his or her knowledge and shall on reasonable demand pay the additional charge for any increase of hazard thereby created according to the established scale of rates for the time such increase hazard may be or shall have been assumed by the insurers during the continuance of this insurance.

14. SITUATION

If more than one situation is specified in this policy the Tern Exceptions and Conditions contained herein shall apply separately to each situation in the same manner as if each had been insured by a separate policy.

MEMOS:

1. ARCHITECTS QUANTITY SURVEYORS AND CONSULTING ENGINEERES FEES

The insurance on a building under any time of this policy is declared to include Architects' Quantity Surveyors' and Consulting Engineers' fees (for estimates plan specifications quantities tenders and supervision) necessary and actually incurred in the reinstatement or replacement of the said building following destruction or damage by any peril hereby insured against but in no case exceeding 12.5% of the amount of the loss paid under the appropriate item of this policy in respect of such destruction or damage provided that the liability of such destruction or damage and fees shall not exceed in the aggregate the sum insured in connection with the preparation of the insured's claim.

2. AUTOMATIC REINSTATEMENT

It is understood and agreed that in the event of loss or damage to the property insured under any item of this policy the sum insured on such property will be automatically reinstated to he extent of the insured's insurable interest in the repaired or reinstated property or in any property substituted in the place of the property so lost or damaged and that the insured shall pay to the company an additional premium, calculated at pro-rata, in respect of such substitution from the date such repair reinstatement or substitution to the next renewal date of the policy.

3. BUSH FIRE

It is understood and agreed that loss or damage to the property insured under this policy occasioned by or through or in consequence of the burning of the forests bush prairie veld pampas or jungle and clearing of lands by fire (except such clearing by or on behalf of the insured) shall be deemed to be loss or damage within the meaning of this policy. Provided that if there shall be any other fire insurance on the property insured under this policy the company shall not be liable only pro-rata with such other fire insurance for any loss damage as foresaid whether or not such other fire insurance be so extended.

It is understood and agreed that except as stated above this insurance continues to be subject to the conditions of the policy.

4. COST OF DEMOLITION SITE CLEARANCE AND ERECTION OF HOARDINGS

The insurance by this policy on a building is extended to include costs necessarily incurred by the insured in demolishing such building and/or machinery in removing debris of the property insured (other than stocks debris from the site and in providing erecting and maintaining any street or pavement hoarding required during demolition site clearance and building operations following destruction of or damage to such buildings and/or machinery by any peril hereby insured against.

The amount recoverable under this clause in respect of each item of the policy to which it applies shall not exceed 10% of the sum insured by the item.

The company will not pay for any costs or expenses:

- i) incurred in removing debris except from the site of such property destroyed or damaged and the area immediately adjacent to the site.
- ii) Arising from pollution or contamination of property not insured by this policy.

The liability of the company under this clause and the policy in respect of any item shall in no case exceed the Sum insured thereby.

5. FIRE BRIGADE CHAREGES

It is hereby noted that municipal or local authority charges in connection with the extinguishment of fire and the cost of refilling fire extinguishing appliances used to extinguish any fire will be admitted as a liability of this policy provided that the total amount recoverable under any item of this policy does not exceed the sum Insured thereby.

OTHER INSURANCES

The company will not indemnify the insured the any loss damage which is insured by any other policies except for any excess beyond the amount payable under such policy or policies.

7. PUBLIC AUTHORITY REQUIREMENT

It is hereby declared and agreed that the insurance by this policy extends to include such additional cost of repair or rebuilding the destroyed or damaged property hereby insured as may be incurred solely by reason of the necessity to comply with building or other regulations under or framed in pursuance of any Act of parliament or with by laws of any municipal or local authority provided that:

- (1) The amount recoverable under this extension shall not include:
 - a) the cost incurred complying with any of the aforesaid regulations or bye-law.
 - i) in respect of destruction or damage occurring prior to the granting of this extension.
 - ii) in respect of damage or destruction not insured by the policy.
 - iii) under which notice has been served upon the insured prior to the happening of the destruction or damage.
 - iv) in respect of undamaged property or undamaged proportion, other than foundations (unless foundations are specifically excluded from the insurance by this policy) of that proportional destroyed or damaged
 - b) the additional cost that would have required to make good the property damaged or destroyed to a condition equal to its condition when new had the necessity to comply with any of the aforesaid regulations or bye-laws not arisen.
 - c) the amount of any rate tax duty development or other charge or assessment arising out of capital appreciation which may be payable in respect of the property or by the owner thereof by reason of compliance with any of the aforesaid regulation or bye-laws.
- 2 The work of rebuilding or repair must commence and carried out with reasonable despatch and in any case must be completed within 12 months after destruction or damage or within such further time as the company may (during the said 12 months) in writing allow and may be carried wholly or partially upon another site (if the aforesaid regulations or bye-laws so necessitate) subject to the liability of the company under this clause not hereby increased
3. If the liability of the company under any building item of the policy apart from this clause shall be reduced by the application of any of the Terms Exception and Conditions of the Policy then the liability of the company under this clause in respect of any such item shall be reduced in like proportion.
4. the total amount recoverable under any item of the policy shall not exceed the sum insured thereby
5. all the exceptions and conditions of the policy except in so far they may be hereby expressly varied shall apply as if they had been incorporated herein.

8. REINSTATEMENT VALUE

It is hereby declared and agreed that in the event of the buildings insured the within policy being destroyed or damaged the basis upon which the amount payable under each of the said items of the policy is to be calculated shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or extensive than the insured property when new subject to the following special provisions and subject also to the Terms and Conditions of the policy except in so far as the same may be varied hereby.

SPECIAL PROVISIONS

- 1) The work of replacement or reinstatement (which may be carried out upon another site and in manner suitable to the requirement of the insured subject to liability of

the company not being thereby increased) must be commenced and carried out with reasonable despatch and in any case must be completed in 12 months after the destruction or damage or within such further time as the company may (during the said 12 months) in writing to allow otherwise no payment beyond the amount which would have been payable under the policy if this clause had not been incorporated therein shall be made.

- 2) until expenditure has been incurred by the insured in replacing or reinstating the property destroyed or damaged the company shall not be liable for any payment in excess of the amount which would have been payable under this policy if this clause had not been incorporated therein.
- 3) if at the time of replacement or reinstatement the sum representing the cost which would have been incurred in replacement or reinstatement of the whole if the property covered had been destroyed exceeds the sum Insured thereon at the commencement of any destruction of or damage to such property by an peril insured against by this policy then the insured shall be considered as being his own insurer for the excess and shall bear rateable proportion of the loss accordingly. Each item of the policy (if more than one) to which this clause applies shall be separately subject to this provision.
- 4) This clause shall without force or effect if:
 - a) the insured fails to intimate to the company within 6 months from the date of destruction or damage or such further time as the company may in writing allow his intention to replace or reinstate the property.
 - b) the insured is unable or unwillingly to replace or reinstate the property destroyed or damaged on the same or another site.

9. WORKMEN

it is hereby agreed and declared that workmen (including painters) are temporarily allowed on the within-described premises for the purpose of painting and/or making structural alterations and/or additions.

DEFINITION OF WORDS

The word defined below have same meaning wherever they are used in the policy or schedule:

1. INSURER

Prime Insurance Company Limited.

2. SUM INSURED

The amount shown in your current schedule for which you are insured being the maximum amount we will pay in respect of a claim for insured items.

3. BUILDINGS

The private dwelling house or private flat at the address shown in the schedule and its domestic outbuildings garages swimming pools including landlord fixtures and fittings paved terrace patios path walls (other than retaining walls unless specifically insured) gates and fence built or burnt bricks stones coral or concrete and roofed (where

applicable) with slate tile metal asbestos concrete or other non-combustible material unless specifically agreed otherwise.

4. INSURED

Those named in the schedule as the policy holder.

5. FEES

Architects Surveyors and other professional fees which the insured has to pay in connection with repairing or reinstating the buildings.
Costs not included are those which the Insured has to pay to prepare a claim or those which the Insured incur without the Insurance permission.

6. DEBRIS REMOVAL

Any amount the Insurers agree to pay for removing or shorting up parts of the building which have been damaged.

7. ACCIDENTAL

Damage caused by violent external means

8. CONTENTS

Household furniture and furnishing clothing and personal effects in the home or its domestic outbuildings or garage owned by any member of the insured's family or domestic staff including motorized gardening equipment.

- fixtures and fittings for which the insured is responsible as occupier
- valuables
- money
- visitors personal possessions not otherwise insured
- films tapes cassettes cartridge or discs up to the value as unused materials or if purchased pre-recorded at maker's latest price list
- interior decorations only if the insured is liable for them as a tenant

This definition does not include:

- motor vehicles (other gardening implements) caravans trailers
- aircraft accessories while attached to or in any of them
- animals
- property used or held for business or professional purposes
- property more specifically insured by this or another policy.

9. PERSONAL EFFECTS

Articles normally worn used or carried about the person in everyday life. This definition does not include tools or instruments used or held for business or professional purposes.

10. MONEY

Cash bank and current currency notes and coins money and postal orders and traveler's cheques.

11. EXCESS

The first part of the claim which the Insured must pay.

12 UNOCCUPIED

not lived in by any member of the insured's family or by any other person with the insured's permission.

13 PREMIUM

The sum paid by the insured for the insurance provided by this policy.

14 VALUEABLES

Articles made of precious metal jewellery furs pictures work of art collections of coins medals or stamps.

MAKING A CLAIM

Naturally we hope you will not have any accidents or misfortunes, but if you do, the following advice might be useful.

1. Firstly, look at your policy to check that the loss or damage is covered. Look up the appropriate cover in this policy to see precisely what is provided.
2. Read carefully any Exceptions or conditions that may apply. Remember the houseowner's/householder's policy does not cover any loss or damage which has been caused purely by wear and tear - it is not a maintenance contract.
3. If you wish to make a claim, please ask for a claim form, complete it and send the form to us or your insurance advisor.
4. Remember to report to police as soon as you can, if property has been stolen, maliciously damaged or you can lose a valuable items.
5. Where repairs are necessary, you should obtain two estimates wherever possible and send them to us . Once we have agreed on the estimate, you can get the work done and then forward the final account to us for settlement.
6. If someone is making a claim against you for any injury to them or damage to their property, you must send us full details in writing as soon as possible. Any letters or documents you receive should be sent to us unanswered, without delay. It is important that you have us to deal with the matter on your behalf and do not get involved in any correspondence with the other person.

If you have any queries or if you need any help to make your claim, please do not hesitate to contact us.

THE SCHEDULE

Policy No. :

Agency:
Code: N/A

The Insured:

Address : .

The Premises: .

Period of Insurance:

a) From:
To :

b) And any subsequent period for which the Insurer shall have agreed to renew this Policy.

First Premium: K

K

Annual Premium: Vat 16.5%

Stamp Duty: K

Total Premium

Renewal Date:

SECTION I – BUILDINGS

SUM INSURED

1. On 4 town houses including landlords fixtures and fittings and interior decorations	MK
2. Out buildings for domestic use	MK
3. Brick wall fence and gates	MK
4. Electric fence	MK
5. On 2 water tanks (5,000 litres each) and pump including accessories	MK
6. Deletion of Electric Clause	(MK)

TOTAL SECTION I

MK

SECTION II – CONTENTS

MK NIL

TOTAL SECTION II

MK NIL

TOTAL SECTION I & II

MK

Subject to the warrant that the premises containing the property insured under this policy shall be Burglar Barred and guarded by a watchman employed by the Insured daily from 18 hours to 06 hours.

Excess 5% on each and every claim

Dated:

Signed for on behalf of
PRIME INSURANCE CO. LTD.

EXAMINED BY: