

Business Buildings

Buildings section gives you cover if the building at the address noted on your declaration is damaged. The damage must have been caused by one of the perils listed below. The building must be owned by you (the business) or another company of which you are a shareholder and be the building from which the business is conducted.

This section gives you cover if the building at the address stated on your declaration is damaged by any of the following:

Fire

Lightning

Explosion

Water

Wind

Storm

Hail

Snow

Earthquake

Impact to your building

Malicious damage

Damage caused by thieves getting into or trying to get into your building up to R5 000 per event.

The building must be owned by you (the business) or another company of which you are a shareholder and be the building from which the business is conducted.

It is our choice as to whether we pay you in cash for the cost of the repair of your building or whether we appoint a repairer of our choice to repair your building.

Optional cover to choose from

Below is optional cover that you may choose on your declaration to take. **You will be charged an extra premium for this cover.**

Subsidence, landslip and heave - Full cover

We will pay for damage to your building caused by subsidence, landslip or heave. This extension does not cover

1. damage to drains, water courses, swimming pools, tennis courts, boundary walls, garden walls, retaining walls, gates, posts or fences.
2. damage caused by
 - (a) faulty design or construction of, or the removal or weakening of support, to your building.
 - (b) workmen making any structural alterations, additions or repairs to your building.
 - (c) excavation on or under land other than excavations in the course of mining operations.
3. consequential loss of any kind whatsoever.

The meaning of words used

Building includes all garages and outbuildings, walls (but not dam walls), gates (including gate motors and intercom and security systems) and fences (not hedges), and swimming pools (but not the water or portable swimming pools), swimming pool filters, sauna baths, spa baths, hot tubs, sports courts (but not clay, gravel or grass surfaced sports courts), ornamental ponds or fountains, borehole motors, satellite dishes, irrigation systems, geysers, pipes, solar heating systems, heat pumps, brick, tar or concrete driveways paths or patio's on the same premises including fixtures and fittings permanently attached to the building. The declared value of your building must also include architect, quantity surveyors, consulting engineers and local authorities' scrutiny fees as well as the putting up of hoarding for rebuilding.

The meaning of the word **building** overrides the meaning of the word **building** under the General section of your policy wording.

We will not pay a claim

1. for damage to your building
 - (a) caused by inherent defect, defective workmanship or design, the use of defective materials or if your building is not built in compliance with the National Building Regulations or Municipal by-laws that applied at the time that your building was built or altered.
 - (b) while structural alterations are being made to your building unless you advise us before the alterations are started. We will not pay for any damage caused by the builders including damage to water pipes. We will not pay for damage that is a direct result of the roof or any part of it, or an outside wall, having been removed.
 - (c) caused by any roots or weeds or by trees being cut down unless they are being cut down by a professional tree feller.
 - (d) caused by storm, wind, water, rain, flood or hail if the damage is to fences or walls.
 - (e) caused by chipping, scratching, denting, staining, wear and tear or gradual deterioration.
 - (f) caused by any animal, bird, reptile, vermin or insect.
 - (g) caused by subsidence, landslip or heave that is as a result of the soil expanding or contracting as happens with clay and similar types of soil, normal settlement, shrinkage or expansion of your building or damage as a result of compaction or infill or faulty design or construction or by excavation near or under your building. It is your responsibility to prove that the damage was not caused by subsidence or landslip.
 - (h) caused by subsidence, landslip or heave if the damage is to drains, water courses, swimming pools, tennis courts, boundary walls, retaining walls, posts or fences of any kind, or damage caused by the removal or weakening of support to your building or workmen making any structural alterations, additions or repairs to your building. It is your responsibility to prove that the damage was not caused by subsidence or landslip.

- (i) caused directly or indirectly by any workmen stopping or not completing any work on your premises.
 - (j) if the description of your business changes and you have not advised us.
2. for damage caused by power-surge of more than R50 000 per event.
 3. for theft of fixtures and fittings in your building unless there are visible signs of the use of force or violence by the people who stole from you.
 4. if the damage is to a retaining wall.

We also cover you for the following benefits at no extra cost

Maximum amount payable per event

We will pay up to the amount stated for:

Alterations, additions or improvements to your building as long as you advise us of the alterations as soon as possible and pay any additional premium required. We will not pay more than the value of your building on your declaration (sum insured) in total for any one event.

15% of the value on your declaration for your building

Professional and other rebuilding cost being demolishing the building, removing debris from the site and putting up hoardings needed for building operations, architects', quantity surveyors' and consulting engineers' fees local authorities, scrutiny fees.

25% of the value on your declaration for your building

We will not pay more than the value of your building on your declaration (sum insured) in total for any one event.

Rent and other accommodation after a claim that we pay if your building cannot be lived in. The amount paid will be based on the length of time needed to rebuild your building and what it would cost to rent a similar building. We will only pay you or someone on your behalf once you have incurred the cost of the rental.	25% of the value on your declaration for your building
Accidental damage to water, sewerage, gas, electricity and telecommunication connections that you are legally responsible for, between your building and the public supply or mains.	R50 000
Removing debris after a claim that we pay.	R50 000
The cost of your auditor preparing your claim.	R10 000

Provisions of this section

We increase your value of your building (sum insured) every 12 months

The rebuilding cost of your building will be automatically increased on the anniversary or renewal date of the policy by a percentage that we believe to be in line with the trend in building inflation. The new rebuilding cost will be advised to you and the premium will be charged for the new insurance period.

You are still responsible for making sure that the rebuilding cost is correct.

Rebuilding after a loss

You may choose, within 6 months of the date of damage, to rebuild your building on the same site (or on another site and as you wish to build it as long as we do not have to pay any more than we would have paid) as close as possible to what it was like when new as long as the rebuilding is started and finished in a reasonable period of time. We will not pay any more than we would have paid if this condition were not in the policy wording.

We will only pay for expenses that you have already incurred.

If your building is mortgaged

The rights of anyone who holds a mortgage on your building will not be prejudiced by any act or omission on your part if they are not aware of the act or omission. They must advise us as soon as they become aware of it and any additional premium due from the date that our risk was increased must be paid. If the mortgage holder is stated on your declaration then we will pay any outstanding amount owing to them to them first and the balance will be paid to you. You will then have no further claim against us.

Average clause

You need to declare the rebuilding costs of your building on your declaration. We will not pay more than the rebuilding costs and if the rebuilding costs that you have declared on your declaration are less than the actual rebuilding costs, then we will only pay your claim proportionately.

For example if the actual rebuilding costs are R2 000 000 and you declare on your declaration that the rebuilding costs are only R1 000 000, we will only pay 50% of your claim because you will only have paid us 50% of the premium that we would have charged for R2 000 000 of cover.

The Average clause does not apply to the **damage caused by thieves'** cover given.