

## PERSONAL LIABILITY

### DEFINITIONS

#### For this section:

1. You/Your/Yours includes members of Your family normally resident with You.

### COVER PROVIDED

#### 1. OUR INDEMNITY TO YOU

If You become legally liable to pay compensation to third parties for accidental death, bodily injury or illness or accidental loss or damage to their property occurring during the period of insurance, We will indemnify You up to the amount stated in the Schedule for any one accident or series of accidents arising out of one event including any costs recoverable by any claimant from You and legal costs incurred by You with Our written consent.

#### 2. TENANTS

If You become legally liable as tenant and not as owner for:

- 2.1 damage to the building of a dwelling and its domestic outbuildings (including fixtures and fittings) caused by an Insured Event specified in Household Contents;
- 2.2 accidental damage to fixed glass or to fixed sanitary ware;
- 2.3 accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling or outbuildings, We will indemnify You in terms of paragraph 1.

#### 3. PROPERTY OWNERS

If You become legally liable as owner and not as tenant for:

- 3.1 accidental damage or loss caused by an Insured Event under the Home Owners section;
- 3.2 accidental death, bodily injury, loss or damage arising directly out of Your ownership of the dwelling as specified, We will indemnify You in terms of paragraph 1.

#### 4. SECURITY AND GARDEN SERVICE COMPANIES

We will indemnify You for any legal liability arising out of any wilful or negligent acts or omissions of employees of any security or armed response service who is a member of the South African Intruder Detection Systems Association or a garden services provider whilst undertaking any duties in terms of the contract resulting in injury or damage which occurs during the period of insurance provided that the agreement has been entered into in writing at a date prior to the event resulting in a claim.

#### 5. WRONGFUL ARREST AND DEFAMATION

If You become legally liable to pay compensation to any person for damages resulting from the wrongful arrest, wrongful searching of any person or defamation of any person We will indemnify You up to R50,000 for any one claim or series of claims arising out of one event.

#### 6. HOLE-IN-ONE

If You score a hole-in-one playing as an amateur in a game of golf in any competition played in terms of the rules at any recognised golf club We will pay up to a limit of R5,000 any one claim on receipt of written confirmation by the Secretary of the golf club.

**7. FULL HOUSE**

If You are part of a rink (team of three or four) which scores a full house (that is all nine or eight bowls respectively to count) while playing as amateurs in a game of bowls in any competition played in terms of the rules of the South African Bowling Association at any recognised bowling club, We will pay up to a limit of R5,000 any one claim on receipt of written confirmation by the Secretary of the bowling club.

**8. FRAUDULENT USE OF CREDIT CARDS**

We will pay up to the limit on the Schedule for any fraudulent use of Your credit card by any person who is not a member of Your family or household. You must report the loss of the card to the financial institution issuing the card as soon as reasonably possible. You must also have complied with the conditions of issue of the card.

**SPECIAL EXCLUSIONS****We will not indemnify You for:**

1. compensation payable to:
  - 1.1 You or any member of Your family normally resident with You;
  - 1.2 any person acting in the course of their employment with You at the time of the accident other than domestic staff;
  - 1.3 Your directors, members, trustees or beneficiaries or members of their families normally resident with them if You are a Company, Close Corporation or Trust;
2. compensation payable for loss, destruction or damage to property in the custody or control of:
  - 2.1 You or any member of Your family normally resident with You;
  - 2.2 any person acting in the course of employment with You at the time of the accident;
  - 2.3 Your directors, members, trustees or beneficiaries or members of their families normally resident with them if You are a Company, Close Corporation or Trust;
3. compensation payable directly or indirectly due to:
  - 3.1 Your employment, business or profession;
  - 3.2 the ownership of land or buildings (other than buildings insured under Home Owners and land upon which they are situated provided the land is used for residential purposes);
  - 3.3 the occupation of land or buildings, other than Your dwelling or any other residence where You are residing as a guest;
  - 3.4 the ownership or use of any motor vehicle, motorbike, three wheeler cycle, quad bike, caravan, trailer (other than unattached trailers), air or water craft (other than model aircraft, surfboard or paddle ski) owned by or in the custody or control of Yourself or Your domestic staff;
  - 3.5 the reckless disregard by You of the possible consequences of Your acts or omissions;
4. liability accepted by agreement which would not have attached in the absence of the agreement or in the event that You do anything to prejudice Our right to defend any action brought against You;
5. any fines, penalties or punitive awards;
6. the cost of cleaning up, removing or reinstating property lost or damaged by pollution, seepage or contamination;
7. any judgment, award, payment or settlement not made in the first instance in a court with competent jurisdiction in South Africa.

## EXTENSIONS

### LEGAL DEFENCE COST

If you or any of your employees become legally liable to pay costs and expenses incurred with our consent in the defence of any criminal action brought against you or your employees in connection with the business stated in the schedule arising as a result of any alleged contravention of the statutes stated below and arising during the period of insurance

Provided that

- a. in the case of appeal, we will not indemnify such person unless a senior counsel approved by us the appeal will succeed
- b. **we will not indemnify you or your employees in respect of any fine that a judge or magistrate might impose on you or your employees nor will we be responsible for loss as a result of such fine**
- c. You and your employees ensure that all the terms, exceptions and conditions apply to this Policy or as strictly as possible
- d. The limit of indemnity for this extension shall not exceed the limit stated in the schedule in respect of one annual period of insurance.

### The statutes

- The Occupational Health and Safety Act No 58 of 1993 (as amended)
- The Mines and Works Act No 27 of 1956 (as amended)
- The Electricity Act No 41 of 1987 (as amended)
- The Liquor Act No 27 of 1989 (as amended)
- The Tourism Act No 72 of 1993 (as amended)
- The Health Act No 63 of 1977 (as amended)

All as read in conjunction with the Criminal Procedure Act No 51 of 1977 (as amended)

### PRODUCTS LIABILITY

The company will indemnify the Insured in respect of defined events happening at the premises occupied by the Insured, and caused by goods or products consumed at the premises, (including containers and labels) sold or supplied by the Insured in connection with the business.

The amount payable under this extension, inclusive of any legal costs recoverable from the Insured by a claimant or any number of claimants, and all other costs and expenses incurred with the company's consent, for anyone event or series of events with one original cause or source or during any one annual period of insurance, shall not exceed in the aggregate the limit stated in the schedule.

### LIABILITY TO VISITORS OR GUESTS

**We will not be responsible for loss or damage to:**

- a. **Animals nor the contents of such vehicles** unless as provided under the optional extension for vehicles contents.
- b. **Jewellery, money or other valuables** unless deposited with the insured for safekeeping. (For all the purposes of this extension only, where it can be proved by the insured that the lost or damaged property was contained in a safe or similar lock up facility provided by the insured at the time of the loss or damage, such property will be deemed to have been handed to the insured for safekeeping)

Occurring as a result of an accident in connection with you business at your premises

Provided that

- a. The limit of indemnity shall not exceed the limits stated in the schedule

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- b. You and / or the liquor licence holder shall comply with the requirements of the Liquor Licence Act No 27 of 1989 or any amendments thereof as far as they relate to anything to be done or performed by you or the liquor licence holder
  - c. We shall not be liable under this extension for the loss of guests property deposited with you a locked safe or strong room.

**VEHICLE CONTENTS**

The Company will indemnify the Insured against all sums including law costs which the Insured may become legally liable to pay in respect of claims made by any visitor or guest at the Insured's premises for loss or damage to the contents of any such vehicle.

provided that:

- a. where a garage or vehicle parking facilities are provided a suitable worded notice disclaiming liability for all loss or damage howsoever caused is conspicuously displayed in such garage or parking facilities
- b. the limit of the Company's liability shall not exceed the amount stated in the schedule in respect of any one event.

**ERRORS AND OMISSIONS (if stated in the schedule to be included)**

The Company will indemnify the Insured in respect of liabilities arising out of neglect, error or omission in the course of the business provided that the company's limit of liability including all costs and expenses shall not exceed the limit stated in the schedule in respect of any one event and in any one annual period of insurance.