

PERSONAL LIABILITY OVERVIEW

Remember that this Overview does not form part of the legal agreement.

WHAT DOES THIS SECTION INSURE?

This section provides cover to You in the event that You do something or don't do something that causes another person to suffer harm or loss. If You become liable then We shall provide You with an indemnity which means that We shall defend or settle any action brought against You as if We were You.

WHEN DO I KNOW IF I MUST REPORT A CLAIM

You must report the claim as soon as You are aware that You have done something that has caused or might cause someone else a loss. You may not even know all the details of the other person's claim but if You suspect that there is a reason for someone to hold You liable then You need to report the possibility of a claim to Us. Normally, these events are clear and obvious however, there are times when You may not be aware at first that You are being held liable for someone else's loss. If this is the case, then when You receive a letter of demand or any other demand, You must report the claim to Us.

NEVER ADMIT LIABILITY OR OFFER TO SETTLE WITH THE OTHER PARTY

We cannot stress this enough. If You admit liability or make prejudicial statements or do anything that prevents Us from negotiating a settlement or defending the claim then We can deny You cover.

We have Our exclusive panel of attorneys who provide great service to Us. Do not instruct Your own attorney. If You do then You will be liable for their costs and expenses. Instead when You receive a letter of demand or even a summons, You need to advise Your broker and Us as a matter of urgency in order that We might instruct Our attorneys to do all that is necessary to protect Your and Our respective interests.

Time is of the essence especially when You are served with a summons. Please confirm that We have received Your fax or email in which You advise Us of the summons just to be on the safe side.

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.

