

Section 7 PERSONAL LIABILITY

1. Indemnity

This Section covers your personal legal liability to pay compensation to a Third Party. We will indemnify you for:

- 1.1. Their death, bodily injury or illness
- 1.2. Loss or damage to their property
- 1.3. Your legal costs and expenses in respect of the above which are incurred with our written consent
- 1.4. The Additional Cover provided herein.

We will not indemnify you for any losses whatsoever as described under Exceptions.

2. Additional Cover

2.1. Property Owners Liability

If your Dwelling is insured under Section 1 Houseowners - Gold or Section 2 Houseowners - Standard, cover is extended to include your legal liability as property owner of such Dwelling.

2.2. Tenants Liability

If your Household Contents are insured under Section 3 Householders – Gold or Section 4 Householders - Standard, cover is extended to include your legal liability as a tenant (and not as an owner) for loss of or damage to:

- 2.2.1. The building and/or its outbuildings of a dwelling in which you reside caused by an Insured Event as defined in Section 3 Householders –Gold or Section 4 Householders - Standard
- 2.2.2. The fixed glass and sanitary ware of the above buildings
- 2.2.3. The water, gas, sewerage, electricity, telephone or other mains connections of the above dwelling.

2.3. Hole-in-One/Full House

If, during an official but amateur golf or bowls match you make a hole-in-one or a full house, we will pay you the amount stated in the Limit of Indemnity Schedule.

2.4. Cash and Credit Card Liability

Your legal liability in respect of Cash, Credit or Prepaid Service Cards due to the loss or theft of the said cards and their subsequent fraudulent use by someone else

But excluding:

- 2.4.1. Such liability if you have not reported the loss of the card to the issuing as soon as possible and/or you have not complied with the conditions of issue of the card
- 2.4.2. Use of the card by any person who is a member of your family or household.

2.5. Security Company Liability

Your legal liability assumed in terms of a written contract entered into with a company that provides security or armed response services to your property as insured under Section 1 Houseowners – Gold, Section 2 Houseowners – Standard or Section 3 Householders – Gold, Section 4 Householders - Standard, if such cover has been taken. This means that if an employee of such a security company appointed by you causes a loss or damage, and under the written contract you have with them it states that there is no recourse against the said company, we will indemnify you for the legal liability of the negligent acts of such employee. General Exception 12 (Contractual Liability) is hereby cancelled.

2.6. Defamation and Wrongful Arrest Liability

Your legal liability to pay compensation due to:

- 2.6.1. Your wrongful arrest or searching of a person including assault in connection therewith performed in the course of your personal civil rights
- 2.6.2. Your defamation of any person.

2.7. Domestic Employees Liability

If your Domestic Employee causes death / bodily injury / illness of or to a third party or loss / damage to property of a third party during the course of his employment we will indemnify you as if you are liable.

2.8. Hunters Liability

If you have taken Section 5 Field and Stream insurance, the cover is extended to include your legal liability toward a Third Party arising from the use of hunting equipment whilst involved in:

- 2.8.1. Any hunting activity
- 2.8.2. Training or demonstration of advanced techniques
- 2.8.3. On a shooting range

Provided that:

- 2.8.4. The Territorial Limits are not Worldwide but are only the Republic of South Africa and Namibia

But excluding:

- 2.8.5. Loss or damage to any farmer's livestock
- 2.8.6. Shooting the wrong animal / trophy
- 2.8.7. Loss or damage caused by derangement, the use of wrong or compressed load or hand loaded cartridges.

3. Cross Liabilities

If there is more than one Insured/Policyholder named in the Policy Schedule we will:

- 3.1. Indemnify each Insured separately and not jointly
- 3.2. Treat any liability that arises between such Insureds as if separate policies had been issued to each

Provided always that:

- 3.3. The total liability will not exceed the limit as shown in the Limit of Indemnity Schedule.

4. Territorial Limits

Worldwide, unless as specified in the relevant underlying policy.

5. Special Exceptions A:

We will not indemnify you for compensation payable to:

- 5.1. You
- 5.2. Any member of your family normally resident with you
- 5.3. Any employee of yours (not a domestic employee)
- 5.4. Any director, member, trustee, beneficiary of yours or any members of their families if you are a company, close corporation or trust.

6. Special Exceptions B:

We will not indemnify you for any loss of or damage to property in the custody or control of:

- 6.1. You
- 6.2. Any member of your family normally resident with you
- 6.3. Any employee of yours (not a domestic employee)
- 6.4. Any director, member, trustee, beneficiary of yours or any members of their families if you are a company, close corporation or trust.

7. Special Exceptions C:

We will not indemnify you for any liability directly or indirectly due to:

- 7.1. Your employment, business or profession
- 7.2. Your ownership of any land or buildings that are not insured under Section 1 Houseowners – Gold or Section 2 Houseowners - Standard
- 7.3. Your occupation of any land or buildings where you are residing as a guest
- 7.4. Your use of any motor vehicle, trailer, aircraft or watercraft. Your use of an unattached trailer, model aircraft, surfboard or paddle skis are not included in the exception
- 7.5. The spread of fire to adjacent homes, properties or land situated on a plot, small holding or farm including but not restricted to the National Forest and Fire Laws Amendment Act, 2001 (Act No. 12 of 2001)
- 7.6. Alterations, additions or renovations at your Dwelling insured under Section 1 Houseowners – Gold or Section 2 Houseowners - Standard
- 7.7. The vibration, the removal/weakening/interference with the support to the land or Dwelling insured under Section 1 Houseowners – Gold or Section 2 Houseowners – Standard.

8. Special Exceptions D:

We will not be liable for any liability in respect of:

- 8.1. Your fines, penalties, punitive/exemplary damages
- 8.2. Your debt
- 8.3. Your failure to pay maintenance, alimony or any amounts following a breach of promise
- 8.4. Any sums including litigation costs and expenses of awards made outside the Republic of South Africa (or made within countries that operate under the laws of the United States of America or Canada, including any other order issued elsewhere to enforce such an award)
- 8.5. Human Immunodeficiency Virus (HIV) or any related illness, including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation thereof
- 8.6. Your acts of physical assault or seduction.