PERSONAL LIABILITY

DEFINITION

For this Section:

1 "You / Your / Yours / Yourself" means the person(s) in whose name this Policy is issued and any member of Your family living with You.

COVER PROVIDED

1 **INDEMNITY TO YOU**

If You become legally liable to pay compensation for accidental death, bodily injury or illness or accidental loss or damage to property occurring during the Period of Insurance, from an event anywhere in the world; but excluding any judgement, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof and also excluding any punitive damages, during the Period of Insurance;

to the extent that:

1.1 such liability is not indemnifiable in terms of another Insurance Policy; or

We will:

1.2 compensate You up to Limit of Indemnity stated on the Schedule per accident or series of accidents arising out of one event including all legal costs and expenses:

1.2.1 recoverable by or on behalf of any claimant from You; and/ or

1.2.2 incurred with Our written consent which consent shall not be unreasonably withheld.

2 **TENANTS**

If You become legally liable as a tenant and not as a 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 under the Household Contents (Section 2);

2.2. accidental damage to fixed sanitary ware or fixed glass;

2.3. accidental damage to water, gas, sewerage, electricity or telephone connections to the Dwelling or outbuildings;

We compensate You in terms of 1.1 above up to the amount stated in the Schedule but not exceeding N$2,000,000 (two million Namibia dollars) for per accident or series of accidents arising out of one event.

3 **SECURITY COMPANIES**

3.1 Special exclusion 4 does not apply to any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services, in respect of property insured by Section 2. Household Contents and Section 3. House Owners.

4 **NEIGHBOURHOOD WATCH LIABILITY**

We will compensate You and any member of Your family who normally resides with You at the address stated on the Schedule against liability at law for:

4.1 accidental death or bodily injury to any persons other than members of Your family who normally reside with You at the address stated on the Schedule or Your household employees

4.2 accidental damage to property which is not owned by or in the custody of Yourself or any member of Your family who normally resides with You at the address stated on the Schedule or Your household employees

resulting from the arrest or search of any person up to an amount of N$25,000 (twenty five thousand Namibia dollars) in respect of each claim or series of claims arising out of one event.

We will compensate You in terms of 1.1 above up to the amount stated in the Schedule but not exceeding N$2,000,000 (two million Namibia dollars) per accident or series of accidents arising out of one event.

SPECIAL EXCLUSIONS

THE FOLLOWING ARE NOT COVERED:

1 compensation payable to You;

2 loss of or damage to property belonging to You of Your domestic servant

3 liability directly or indirectly due to:

3.1 Your employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, required or any other consideration; This exclusion does not apply in respect of motor liability unless such liability arises out of the use of any motor vehicle for the carriage of passengers for hire or carriage of fare paying passengers

3.2 the ownership of land or buildings (other than buildings insured under Section 3 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;

3.4 the use of any vehicle, caravan, trailer, 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 servant;

4 liability accepted by agreement which would not have attached in the absence of the agreement (other than described in the clauses of this section).

5 arising out of the letting or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration;

6 the first N$5,000 (five thousand Namibia dollars) of any claim in relation to property hired, leased or borrowed by You or property in Your custody or control;

7 arising out of the reckless disregard by You of the possible consequences of Your acts or omissions;

8 8.1 of one insured to another;

8.2 to any former insured in respect of any occurrence during the period when such former insured was an insured.

9 arising out of loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;

10 arising out of the ownership or use of any aircraft other than model aircraft and hang gliders;

11 which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

11.1 You are compelled to effect insurance or to furnish security; or

11.2 the State or other Governmental body or Authority has accepted responsibility.

12 for any claim in respect of Motor Liability unless such liability is indemnifiable by this policy;

13 to any person getting onto or off any motorcycle;

14 for any claim in respect of Water Craft Liability;

15 for loss of or damage to any self-propelled land vehicle, trailer, caravan, water craft or air craft in Your care, custody or control;

16 arising out of any of Your dishonest, fraudulent or malicious act or acts of physical assault or seduction committed by You;

17 for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties, except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties;

18 for any debt

19 for failure to pay maintenance or alimony or any amounts following a breach of promise;

20 arising out of the purchase, sale, barter or exchange of any property movable or immovable or Your failure to comply with any obligations in relation thereto;

21 for the first N$2,000 (two thousand Namibia dollars) of any claim arising from the suspension or termination of employment of any domestic servant;

22 arising out of any condition directly or indirectly caused by or associated with Human Immunodeficiency Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome (AIDS) or any Syndrome or condition of a similar kind howsoever it shall be named.

SPECIAL CONDITIONS

1 The indemnity granted by this Section is conditional upon there being in force at the time of the occurrence an Underlying cover in terms of one of the Sections of this policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon You not being in breach of the conditions of such cover.

2 This Section is governed by the laws of the Republic of Namibia whose courts shall have exclusive jurisdiction in any dispute between Us and You.

3 In respect of any claim We may take over and conduct in Your name for Our benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. You will give all necessary information and assistance as may be required by Us.

4 Payments under this Section shall be payable in the Republic of Namibia in the currency of the Republic of Namibia.

5 Unless You comply with and fulfil all provisions of this section, We will have no liability under this Section of the Policy.

6 We may in the case of any occurrence pay to You the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and We shall thereafter be under no further liability in respect of such occurrence.

7 No admission, offer, promise or payment in relation to a claim under this Section may be made or given by or on Your behalf without Our written consent. You will take all reasonable steps to ensure that You comply with this condition and co-operate with Us in the defence and settlement of any claim which is indemnifiable by this Section, and in the exercise of any subrogation rights.