

Personal Liability

This section gives you cover for damage to property not belonging to you or in your care and custody, or injury to someone who is not part of your household if you are found by a court of law in the Republic of South Africa to be legally liable to pay for the damage or injury.

You are covered for

damages that you become legally liable to pay as compensation following injury or damage

damages that you become legally liable to pay arising out of any wilful or negligent acts or omissions of employees of an armed response company, garden service or pool maintenance company while undertaking duties on your premises in terms of a contract with you resulting in injury or damage

that happen during the period of insurance.

The meaning of words used

Injury means accidental death, bodily injury to, or illness of, any person who is not a member of your household and not employed by you.

Damage means accidental loss of or physical damage to tangible property other than property belonging to you, held in trust by you or in your custody or control.

Event means an occurrence or series of occurrences with one cause.

Territorial limits means anywhere in the world except the United States of America or Canada.

Identity theft means the unauthorised or illegal use of your personal information such as your name or identity number to obtain a loan or open credit accounts.

This meaning of the words **injury** and **damage** override the meaning of the words **injury** and **damage** under the General section of your policy wording for this section only.

Limits of indemnity (your sum insured)

We will not pay more than the limit of indemnity that you select on your declaration per event.

The limit of indemnity includes costs and expenses that you have to pay or that we agree you may incur to defend yourself.

If something happens that will result in a claim, we may choose to pay you the limit of indemnity less any costs that we have already paid or any lesser amount for which the claim or claims can be settled and then you will not be able to claim anything more from us as a result of that event.

We will not pay a claim

1. for liability that you have because of an agreement that you have entered into other than for armed response companies, garden services and pool maintenance companies while they are working for you on your premises.
2. for liability in respect of death or bodily injury to or illness of any person who is a member of your household or an employee or was a member of your household or an employee at the time of the event that resulted in the claim other than the limited liability towards a domestic helper that is specifically covered by this section (see Liability for domestic helpers)
3. for liability in respect of death, injury, illness, loss or damage caused by or in connection with or arising from
 - (a) you or a member of your household owning or living on any land or buildings other than the buildings and the land at the address you declare on your declaration.
 - (b) the use or ownership of vehicle, watercraft, motorcycle, quad bike, three-wheeled motorcycle, jet ski, wet bikes, water bike, caravan or trailer or anything similar.

- (c) the use of any bicycle for racing of more than R500 000.
 - (d) the ownership or care and custody by you or a member of your household or an employee of any animal other than a domestic dog, cat, horse or bird.
 - (e) cyber liability of any kind or description.
 - (f) any profession or business of yours or a member of your household.
 - (g) an event happening outside of the **Territorial limits**.
4. for any punitive damages, fines, penalties, exemplary damages, vindictive damages, debt or breach of promise.
 5. for loss of or damage to property if the liability can be claimed by you under another policy.
 6. for liability as a result of environmental impairment, seepage or pollution unless the seepage or pollution is sudden and unforeseen.
 7. for liability as a result of any dishonest, fraudulent or malicious act or any act of physical assault or seduction by you.
 8. for liability arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV).
 9. for liability arising out of or in connection with any advice or treatment given by you or under your instruction other than life-saving first aid treatment.
 10. for any injury, damage or liability directly or indirectly caused by, related to, or in consequence of terrorism, war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

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

Maximum limit payable in any 12 month period

We will pay up to the limit stated for:

Homeowner’s liability being the costs that you are legally liable to pay for injury or damage that happens on the premises at the address that you note on your declaration.

Limit of indemnity for this section on your declaration

Tenant’s liability being the costs that you are legally liable to pay for damage to the building that you rent at the address that you note on your declaration if the damage cannot be claimed from another policy.

Limit of indemnity for this section on your declaration

We will not pay for

- (a) damage
 - (i) caused by subsidence, landslip or heave. This exclusion will not apply to the removal of land supporting the building by flowing surface water.
 - (ii) to the fittings in your bathrooms by chipping or scratching.
 - (iii) caused maliciously and deliberately by you.
- (b) liability arising out of or incidental to your occupation or business.

Your legal liability to domestic helpers as a result of injury happening while they are working on the premises noted on your declaration but not for any occupational or industrial disease.

R1 000 000

The limit of indemnity includes costs and expenses that you have to pay or that we agree you may incur to defend yourself against criminal action brought against you because it is claimed that you contravened the Occupational Health and Safety Act No. 85 of 1993 (as amended).

We will not pay for any liability arising out of or incidental to your occupation or business.

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| <p>Your Wrongful arrest (including the cost and expenses of legal action) if you are accused of wrongfully arresting or frisking any person but not if that person is a member of your household or your employee.</p> | R500 000 |
| <p>Theft of your Identity that directly results in expenses that you become legally liable to pay. You must report the theft to the police.</p> | R100 000 |
| <p>Theft of debit or credit cards that directly results in you having to pay for items bought or money withdrawn without your permission. You must report the theft to the company that issued the card and the police as soon as you become aware of it.</p> | R2 500 |
| <p>Golfer's hole-in-one being if you score a hole-in-one playing in an amateur game of golf in terms of the rules at any recognized golf club. The secretary of the club will have to confirm your hole-in-one in writing.</p> | R2 500 |
| <p>Bowler's full house being if you are part of a rink (team of four) which, playing as amateurs, scores a full house (that is all eight bowls to count) in a game of bowls in any competition played in terms of the rules of the South African Bowling Association, at any recognized bowling club.</p> <p>The secretary of the club will have to confirm your full house in writing.</p> | R2 500 |