

PERSONAL LEGAL LIABILITY

DEFINED EVENTS

Personal legal liability (in respect of which indemnity is afforded under this section) of the insured and/or co-insureds arising during the period of insurance.

- A. The insured or;
- B. the insured's personal legal representatives (in the event of the death of the insured) in respect of liability incurred by the insured, on condition, however, that such legal representatives shall as though they were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this section and of this policy in so far as they can apply, and/or
- C. the co-insureds on condition, however, that such co-insureds
 - (i) are not entitled to indemnity under any other insurance and
 - (ii) each shall as though they were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this section and of this policy in so far as they can apply, will be indemnified by the insurer against
 - (a) all sums which the insured or co-insureds in their private capacity shall become legally liable to pay as compensation and
 - (b) all costs and expenses of litigation
 - (i) recoverable by any claimant from the insured and/or co-insureds but on condition that such costs and expenses are in respect of a claim for compensation to which the indemnity afforded under this section applies and on condition further that such costs and expenses were incurred before the date on which the insurer shall have paid or offered to pay either the full amount of the aforesaid claim or any lesser amount for which the aforesaid claim can be settled or the maximum amount for which the insurer is liable under this section in respect of the aforesaid claim, or
 - (ii) incurred by the insured or co-insureds with the written consent of the insurer in respect of:
 - (1) accidental death of or bodily injury to or illness of any person other than a person
 - (i) who is the insured or any of the co-insureds or
 - (ii) who is in the employment of the insured or co-insureds if such death, bodily injury or illness arises out of and/or in the course of the employment of such person by the insured or co-insureds, and/or
 - (2) accidental physical loss of or damage to tangible property other than property belonging to or leased, let, rented, hired or lent to or held in trust by or in the charge or custody of or under the control of the insured or any of the co-insureds or any person in the insured's or co-insureds' service,

caused anywhere in the world by the insured or co-insureds.

Provided always that the liability of the insurer under this section for all costs and expenses of litigation and all compensation payable (irrespective of the number of claimants claiming compensation) in respect of or arising out of any one event or series of events arising out of or attributable to any one source or original cause and in respect of all events occurring during any one (annual) period of insurance shall not exceed the limit of indemnity stated in the schedule, in all.

DEFINITION

“Co-insureds” shall mean the spouse of the insured and any other member of the family of the insured or member of the family of the spouse of the insured, provided the aforesaid member is normally residing with the insured.

SPECIFIC EXCEPTIONS

- A. The indemnity afforded under this section shall not apply to or include claims for compensation and costs and expenses of litigation in respect of:
- (1) liability assumed by the insured or co-insureds by agreement unless such liability would have attached to the insured or co-insureds notwithstanding such agreement;
 - (2) death of or bodily injury to or illness of any person or loss of or damage to property caused by or through or in consequence of or arising out of or incidental to or attributable to
 - (a) the pursuit or exercise of any business, trade, occupation or profession
 - (b) the ownership or possession or use
 - (i) or occupation of any land, buildings or structures
 - (ii) or handling of vehicles of any kind (including inter alia trailers and caravan trailers but excluding pedal cycles which are not mechanically or electrically driven/assisted), vessels or watercraft or any kind or aircraft and other aerial devices of any kind
 - (iii) or handling of any firearms or air-guns or any animals (other than dogs and cats)
 - (c) vibration or the removal or weakening of or interference with support to land, buildings or any other property.
- B. The indemnity afforded under this section shall not apply to or include any fines or penalties or punitive, exemplary or vindictive damages, provided, however, that nothing contained in this specific exception shall extend this section to cover any liability which would not have been covered under this section in the absence of this specific exception.
- C. The indemnity afforded under this section shall not apply to or include:
- (a) claims for compensation and costs and expenses of litigation in respect of death or any injury, illness, loss or damage directly or indirectly caused by or through or in consequence of or arising out of or attributable to seepage, pollution or contamination, provided always that this specific exception shall not apply to claims for compensation and costs and expenses of litigation in respect of accidental death of or bodily injury to or illness of any person or accidental physical loss of or damage to tangible property where such seepage, pollution or contamination is directly caused by a sudden, unintended and unforeseen occurrence;
 - (b) any cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is directly caused by a sudden, unintended and unforeseen occurrence.
- Provided, however, that nothing contained in this specific exception shall extend this section to cover any liability which would not have been covered under this section in the absence of this specific exception.
- D. The indemnity afforded under this section shall not apply to or include claims for compensation and costs and expenses of litigation in respect of death or any injury or illness attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

EXTENSIONS

The following extensions are added to this section and shall be subject to all the terms, exceptions and conditions of this section and all the terms, exceptions and conditions (in so far as they can apply) of this policy:

A. Credit cards, credit vouchers and SIM cards (for use in cellular telephones)

Liability for amounts which the insured or the insured's spouse must pay, due to the unlawful use by a person not related to the insured or the insured's spouse, of:

- (a) credit cards or credit vouchers officially issued by a credit institution in the insured or the insured's spouse's name;

The insured and the insured's spouse had to have complied with the terms and conditions under which the credit cards and credit vouchers were issued to them;

- (b) SIM cards issued in the insured or the insured's spouse's name.

Provided always that the liability of the insurer under this extension shall not exceed R2 000 in all.

B. "Hole-in-one" or fullhouses

Should the insured or a co-insured hit a hole-in-one in golf or score a fullhouse in bowls, on a golf course or bowling-green affiliated to a provincial union, the insurer will pay the insured R1 000.

The hole-in-one or fullhouse must be achieved whilst playing in terms of the recognised rules of the specific game and the hole-in-one or fullhouse must be confirmed in writing by the secretary of the club.

C. Liability for wrongful arrest

The insurer will indemnify the insured and/or the spouse of the insured against all sums for which the insured and/or the spouse of the insured shall become legally liable to pay as compensation due to the wrongful arrest or frisking of a person, including assault relating to it, arising during the period of insurance.

Provided always that the liability of the insurer under this extension shall not exceed the sum of R50 000 in all.

D. Security companies

Specific exception A (1) is not applicable to any liability which is assumed in terms of a written contract with any entity which provides security or armed response services in respect of property insured under "Householders" and "Houseowners".

E. Personal legal liability for domestic employees

The insurer will indemnify the insured for legal liability due to the accidental death of, or bodily injury to, the insured's domestic employees that arises from and in the course of their employment.

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 insurer's consent, for any one 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 of R1 000 000.