

# PERSONAL LEGAL LIABILITY SECTION

## DEFINED EVENTS

Damages which the Insured or a Co-insured shall become legally liable to pay in their private capacity consequent upon Injury or Damage occurring anywhere in the world during the period of insurance.

## DEFINITIONS

**Co-insured** 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 that:

1. the aforesaid member(s) is/are normally residing with the Insured;
2. such Co-insureds are not entitled to indemnity under any other insurance;
3. each such Co-insured shall as though they were the Insured observe, fulfil and be subject to the terms, exclusions and conditions of this section and of this policy in so far as they can apply.

**Costs and Expenses** shall mean costs, charges, expenses and legal costs recoverable from the Insured or a Co-insured by a claimant or any number of claimants or incurred by the Company or incurred by the Insured with the Company's prior consent:

1. in the defence or settlement of any claim under this section of the Policy or any action or prosecution brought against the Insured or a Co-insured in respect of Injury or Damage or other liability as insured in terms of this Section of the Policy.
2. in the representation at any inquest or accident inquiry in respect of Injury which may form the subject of indemnity under this Section of the Policy and/or in defending any proceedings in a Court of applicable jurisdiction in respect of matters which may form the subject of indemnity by this Section of the Policy.

**Damage** shall mean accidental loss of or physical damage to tangible property.

**Domestic employees** shall mean a person that is employed under a contract of service with the Insured or Co-insured to work in the private household of the Insured or Co-insured.

**Injury** shall mean accidental death, bodily injury or illness (mental or physical) or disease of any person **other than Injury to:**

1. **the Insured, any Co-insured or other family member of the Insured, or**
2. **any person employed by the Insured or Co-insured if such death, bodily injury or illness (mental or physical) or disease arises out of and/or in the course of the employment of such person by the Insured or Co-insured(s).**

**Insured** for the purposes of this section shall mean and **be restricted to those individuals named in the schedule** of this section under the heading "Name of individual(s) covered under this section".

## LIMITS OF INDEMNITY

The amount payable, inclusive of any Costs and Expenses, for

1. any claim or number of claims for any one event or series of events with one originating cause or source, **shall not exceed the Limit of Indemnity stated in the schedule against "Limit of indemnity (per event)";**
2. all claims during any one (annual) Period of Insurance **shall not exceed the Limit of Indemnity stated in the schedule against "Limit of indemnity (per period of insurance)".**

If the premium is paid monthly by debit order, the words "per period of insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date".

In the event of any one originating cause giving rise to a claim or series of claims which form the subject of indemnity by more than one extension of this Section, each extension shall apply separately and be subject to its own separate Limit of Indemnity **provided always that the total amount of the Company's liability shall be limited to the highest Limit of Indemnity available under any one of the Extensions affording indemnity for the claim or series of claims.**

Where more than one Period of Insurance of this Policy, following its renewal or replacement may apply to an originating cause or source, **the Company's liability will be limited to the maximum Limit of Indemnity for any one such Period of Insurance.** If the premium is paid monthly by debit order, the words "for any one such Period of Insurance" are amended to read "for any one period of 12 consecutive months from the inception or anniversary date".

## SPECIFIC EXCLUSIONS

**The Company will not indemnify the Insured in respect of:**

1. **liability assumed by the Insured or Co-insured(s) by agreement unless such liability would have attached to the Insured or Co-insureds notwithstanding such agreement;**

2. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to the pursuit or exercise of any business, trade, occupation or profession;
3. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to:
  - 3.1 the ownership:
    - 3.1.1 of any land, buildings or structures;
    - 3.1.2 or possession, use 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;
    - 3.1.3 or possession, use or handling of any firearms or air-guns or any animals (other than domesticated animals usual to a domestic dwelling);
  - 3.2 property belonging to or leased, let, rented, hired or lent to or held in trust by or in the custody of or under the control of the Insured or any Co-insured or any person employed by the Insured or Co-insured(s);
4. any liability caused by or through or in consequence of or arising out of or incidental to or attributable to vibration or the removal or weakening of or interference with support to land, buildings or any other property;
5. any fines or penalties or punitive, exemplary or vindictive damages;
6.
  - 6.1 liability in respect of Injury, Damage or loss of use of property directly or indirectly caused by pollution, provided always that this exclusion shall not apply where such pollution is caused by a sudden, unintended and unforeseen occurrence;
  - 6.2 the cost of removing, nullifying or cleaning up substances resulting from pollution unless the pollution is caused by a sudden, unintended and unforeseen occurrence.

This exclusion shall not extend the policy to cover any liability which would not have been insured under this policy in the absence of this exclusion.
7. any liability for Injury attributable to a gradually operating cause which does not arise from a sudden and identifiable accident or event.

## CLAUSES AND EXTENSIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if such extensions and clauses are stated as included in the schedule) **subject to any limits of indemnity or first amounts payable stated in the schedule under each extension.**

### Additional Insured

The Company will also, as though a separate policy has been issued to each, indemnify any personal legal representative(s) of the Insured or Co-insured (in the event of the death of the Insured and/or any Co-insured), in respect of liability incurred by the Insured or any Co-insured; **provided that:**

1. **the aggregate liability of the Company is not increased beyond the Limits of Indemnity stated in the Schedule;**
2. any person to which this extension applies is not entitled to indemnity under any other policy;
3. such representative(s) to whom the indemnity hereunder applies shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.

### Legal liability to domestic employees (if stated as included in the schedule)

The Company will indemnify the Insured for legal liability due to Injury to the Insured's domestic employees that arises from and in the course of their employment.

### Property owner's liability

Specific exclusion 3.1.1 shall not apply to liability for Injury or Damage the Insured or Co-insured may incur arising out of the ownership **(and not as tenant)** of property insured under the Houseowners section of this policy provided such insurance is in force at the time of the Damage or Injury.

### Security companies

Specific exclusion 1 shall not apply 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 the Householders or Houseowners section of this policy provided such insurance is in force at the time of the Damage or Injury.

### Tenant's liability

Specific exclusions 3.1.1 and 3.2 of this section shall not apply to premises occupied by the Insured or Co-insured in their private capacity as tenant **(and not as owner)** thereof.

**Wrongful arrest** (if stated as included in the schedule)

The Company will indemnify the Insured and/or any Co-insured against all sums for which the Insured and/or the Co-insured shall become legally liable to pay as compensation due to the wrongful arrest or frisking of a person, including assault caused during such wrongful arrest or frisking, occurring during the period of insurance.

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