

## Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

### 1 Damage

damage shall mean

accidental physical loss of or physical damage to tangible property other than property belonging to or leased, let, rented, hired or lent to or held in trust by or being in the care or custody or control of the insured or any person in the employ of the insured or any member of the insured's family or household

### 2 Injury

injury shall mean

accidental death of or bodily injury or illness to any person other than a person being the insured or any member of the insured's family or household or in the employment of the insured if such death, bodily injury or illness arises out of and in the course of such employment

### 3 Territorial limits

territorial limits shall mean

anywhere in the world

## Defined events

All sums which the insured shall in his private capacity become legally liable to pay for compensation in respect of injury or damage occurring at any time during the period of insurance within the territorial limits and which is caused by or through the fault or negligence of the insured, his wife or any member of his family normally residing with him

Provided that the liability of the company for all compensation payable to any one claimant or any number of claimants inclusive of all legal costs awarded to any claimant or incurred in the defence of any claim that is contested by or with the consent of the company in respect of or arising out of any one occurrence or in respect of or arising out of all occurrences of a series consequent upon or attributable to one source or original cause, shall not exceed the amount stated in the schedule.

## Specific exceptions

The indemnity afforded under this section shall not apply to nor include:

### 1 Aircraft

claims for injury or damage which are the direct or indirect consequence of aircraft (except model aircraft)

### 2 Animals

claims for injury or damage which are the direct or indirect consequence of animals (other than dogs or cats attached to the household)

### 3 Business or profession

claims for injury or damage which are the direct or indirect consequence of the pursuit or exercise of any business, profession, trade or occupation

### 4 Cycles

claims for injury or damage which are the direct or indirect consequence of cycles (other than pedal cycles used for social, domestic or pleasure purposes)

### 5 Explosives

claims for injury or damage which are the direct or indirect consequence of explosives, rifles and firearms

### 6 Fines or penalties

liability for fines or penalties or punitive, exemplary or vindictive damages

## **7 Gradually operating cause**

claims for compensation and legal costs and expenses in respect of injury attributable to a gradually operating cause which did not occur from a sudden and identifiable accident or occurrence

## **8 Land or buildings**

claims for injury or damage which are the direct or indirect consequence of the ownership or occupation of any land or buildings

## **9 Liability assumed by agreement**

liability assumed by the insured by agreement excluding any liability assumed in terms of a written contract entered into with any organisation providing security, armed response or garden services unless such liability would have attached to the insured notwithstanding such agreement

## **10 Pollution**

10.1 any liability directly or indirectly caused by seepage, pollution or contamination, provided always that this exception shall not apply where such seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence happening during the period of insurance

10.2 the cost of removing, nullifying or cleaning up seeping, polluting or contaminating substances unless the seepage, pollution or contamination is caused by a sudden, unintended and unforeseen occurrence.

This exception shall not extend this section to cover any liability which would not have been insured under this sub-section in the absence of this exception;

## **11 Vehicles**

claims for injury or damage which are the direct or indirect consequence of vehicles or trailers

## **12 Watercraft**

claims for injury or damage which are the direct or indirect consequence of motorboats, yachts or vessels

## **13 Wilful acts**

claims for injury or damage which are the direct or indirect consequence of wilful or malicious acts or acts of physical assault, seduction, sexual abuse assault harassment or molestation including unwelcome sexual advances, requests for sexual favours and any unwelcome verbal, visual or physical contact of a sexual nature committed by the insured

# **Clauses, extensions and limitations**

## **1 Credit cards and credit vouchers**

This section is extended to indemnify the insured and spouse against all sums for which the insured and spouse shall become legally liable to pay as compensation in respect of the unlawful use by any person, not related to the insured and spouse, of credit, cash or SIM (subscriber identity module) cards and/or credit vouchers officially issued in the name of the insured and/or spouse by any credit institution

Provided that:

1.1 the company shall not be liable under this contingency unless the insured and spouse, to whom the aforesaid credit, cash or SIM (Subscriber Identity Module) cards and/or credit vouchers were issued, shall have complied with the terms and conditions under which such credit, cash or SIM (subscriber identity module) cards and/or credit vouchers were issued

1.2 the liability of the company under this contingency for all compensation payable (irrespective of the number of claimants claiming compensation) in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date) shall not exceed the sum of N\$7 500.

## **2 Fire extinguishing charges**

Any costs relating to the extinguishing or fighting of fire, shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the company may be liable in terms of this section provided the insured is legally liable for such costs and the insured property was in danger from the fire.

### **3 Full house**

This section covers a payment of N\$2 500 if the insured forming 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 Namibian Bowling Association, at any recognised bowling club provided that the company receives written confirmation from the secretary of the club.

### **4 Hole-in-one**

This section covers a payment of N\$2 500 if the insured scores a hole-in-one playing as an amateur on any recognised golf course affiliated to a provincial golf union during a game played in terms of the official rules of golf provided that the company receives written confirmation from the secretary of the club.

### **5 Wrongful arrest or search**

Notwithstanding anything to the contrary contained in this section the company will indemnify the insured against all sums for which the insured becomes legally liable to pay for damages resulting from the wrongful arrest or alleged wrongful arrest or search of any person (including assault in connection therewith)

Provided that the liability of the company for all compensation and damages and all costs and expenses of litigation and all other costs and expenses shall be limited to N\$25 000 in respect of any one claim or series of claims arising out of one event subject to a maximum of N\$50 000 in any one (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date).