



Personal Liability

Defined events

The company shall indemnify the insured against all sums which the insured shall in his private capacity become legally liable to pay for compensation in respect of:

- (a) 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 and/or
- (b) 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

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.

Territorial limits

Anywhere in the world.

Specific exceptions

The indemnity afforded under this section shall not apply to nor include claims for compensation in respect of:

1. 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
2. any fines or penalties or punitive, exemplary or vindictive damages

Provided that:

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

3. (a) claims for compensation, legal costs and expenses in respect of death, any injury, illness, loss or damage directly or indirectly caused by or by means of or as a result of or originating from or attributable to seepage, pollution or contamination provided always that this



specific exception shall not apply to claims for compensation and/or legal costs and expenses in respect of the 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 caused by a sudden unintended and unforeseen occurrence during the period of insurance

- (b) any costs 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

Provided that:

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

- 4. claims for compensation and legal costs and expenses in respect of death, injury or illness attributable to a gradual working cause which did not occur from a sudden and identifiable accident or occurrence
- 5. claims for injury or damage which is the direct or indirect consequence of:
 - (a) aircraft (except model aircraft), vehicles, trailers, motorboats, yachts or vessels
 - (b) the ownership or occupation of any land or buildings
 - (c) the pursuit or exercise of any trade, occupation, business or profession
 - (d) 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
 - (e) cycles (other than pedal cycles used for social, domestic or pleasure purposes) or animals (other than dogs or cats attached to the household)
 - (f) explosives, rifles and firearms.

Extensions

1. 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 (twenty five thousand Namibia Dollar) in respect of any one claim or series of claims arising out of one event subject to a maximum of N\$50 000 (fifty thousand Namibia Dollar) during any 12 (twelve) months period of insurance.



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. Hole-in-one

This section covers a payment of N\$2 500 (two thousand five hundred Namibia Dollar) 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.

4. 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:

- (a) 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
- (b) the liability of the company under this contingency for all compensation payable (irrespective of the number of claimants claiming compensation) in any 12 (twelve) months period of insurance shall not exceed the sum of N\$7 500 (seven thousand five hundred Namibia Dollar).

5. Full house

This section covers a payment of N\$2 500 (two thousand five hundred Namibia Dollar) 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 Namibia Bowling Association, at any recognised bowling club provided that the company receives written confirmation from the secretary of the club.