

Section 8 EXTENDED PERSONAL LIABILITY

1. **Extended Personal Liability**

This Section provides you with extended personal legal liability cover over and above any Underlying Policy that you may have in force. An Underlying Policy may be:

- 1.1. This Policy
- 1.2. A Policy with a registered South African, Namibian or Botswana Insurer that covers:
 - 1.2.1. Personal Liability
 - 1.2.2. Property Owner's Liability
 - 1.2.3. Tenant's Liability
 - 1.2.4. Motor Vehicle Liability
 - 1.2.5. Watercraft Liability
- 1.3. A Policy with any Insurer in the world that covers:
 - 1.3.1. Property Owner's Liability
 - 1.3.2. Motor Vehicle Liability
 - 1.3.3. Watercraft Liability

We will not indemnify you for any losses whatsoever as described under Exceptions.

2. **Indemnity**

- 2.1. This Section covers your legal liability to pay compensation to a Third Party. We will indemnify you for:
 - 2.1.2. Their death, bodily injury or illness
 - 2.1.3. Loss or damage to their property
 - 2.1.4. Your legal costs and expenses in respect of the above which are incurred with our written consent
- 2.2. This Section covers the above legal liability which:
 - 2.2.1. Is not covered by the Underlying Policy
 - 2.2.2. Is excluded by the Underlying Policy
 - 2.2.3. Exceeds the Limit of Liability of the Underlying Policy. For this purpose the Limit of Indemnity of the Underlying Policy is deemed to be a minimum of:
 - 2.2.3.1. R1,000,000.00 (One Million Rand) in respect of Motor and/or Watercraft Liability
 - 2.2.3.2. R10,000,000.00 (Ten Million Rand) in respect of Field & Stream Liability
 - 2.2.3.3. R500,000.00 (Five Hundred Thousand Rand) in respect of any other liability.

But Excluding:

- 2.3. Any judgment, award, payment or settlement made within countries that operate under the laws of the United States of America or Canada or to any order issued anywhere in the world to enforce such judgments, awards, payment or settlements.

3. Special Conditions

3.1. In respect of the Underlying Policy:

- 3.1.1. It must be in force at the time of the event giving rise to your liability
- 3.1.2. It must provide substantial cover for the type of liability
- 3.1.3. You may not be in breach of any condition thereof.

3.2. Jurisdiction

This Section is subject to the jurisdiction of the courts of the Republic of South Africa, Namibia and Botswana.

3.3. Admission of Liability

- 3.3.1. You may not admit to any blame or liability
- 3.3.2. You may not make any payment or offer, promise or statement of payment to any person
- 3.3.3. Nobody may make the abovementioned admissions/promises or payments on your behalf.

3.4. Underlying Policy Insurer Assistance

You must take all reasonable steps to ensure that the Insurer of the Underlying Policy:

- 3.4.1. Complies with Condition 3.3 Admission of Liability
- 3.4.2. Co-operates with us in the defence, settlement and recovery of any claim that is indemnifiable by both this Policy and the Underlying Policy. The costs incurred to exercise these rights and any amounts recovered, will be apportioned to each party according to the amounts paid/payable in terms of the respective Policies.

4. Exceptions A:

We will not be liable in respect of any liability directly or indirectly caused by, contributed by or arising from:

- 4.1. Your employment, business, profession. This includes but is not limited to the sale of goods, rendering of services for a fee/reward/other considerations and the like
- 4.2. Your letting, hiring of any movable or immovable property or part(s) thereof for a fee/reward/other considerations
- 4.3. Your reckless disregard of the possible consequences of your acts or omissions toward a co-Insured
- 4.4. The radio-active, toxic, explosive or other hazardous properties of any explosive nuclear assembly or component thereof
- 4.5. Your acts of physical assault or seduction
- 4.6. Human Immune Deficiency Syndrome (HIV) or any related illness including Acquired Immune Deficiency Syndrome (AIDS) or any mutant derivative or variation thereof
- 4.7. Your ownership or use of any aircraft. This does not include model aircraft or hang-gliders
- 4.8. Your liquidated damages/penalty clauses/performance warranties unless you can prove that liability would have applied even if such clauses/warranties had not existed.

5. Exceptions B:

We will not be liable for:

- 5.1. Any liability which is covered by another insurance Policy
- 5.2. Your fines, penalties, punitive/exemplary damages
- 5.3. Your debt
- 5.4. Your failure to pay maintenance, alimony or any amounts following a breach of promise
- 5.5. Any loss or damage to any self-propelled land vehicle, trailer, caravan, watercraft, aircraft that is in your care/custody/control
- 5.6. Any motor vehicle or trailer liability which is covered by any statutory or similar legislation which:
 - 5.6.1. You are compelled to effect or to furnish security for
 - 5.6.2. The state/government body/authority has taken responsibility for
- 5.7. Any motor vehicle/trailer/watercraft liability whatsoever except if the Underlying Policy excludes cover because of the Territorial Limits of such Policy
- 5.8. Any watercraft liability if the overall length of the watercraft is more than 10.5 meters.