



Policy Document
**GENERAL
TERMS &
CONDITIONS**

SECTION

GENERAL TERMS & CONDITIONS

1. POLICY WORDING

Any alteration to this printed wording must be supported by the issue of an Amendment signed on behalf of the Company.

2. SCHEDULE

The Schedule – which must be signed on behalf of the Company – indicates the Sections and Sub-sections under which the Policyholder is insured. If the Schedule does not correctly record the insurances applied for or if any agreed Amendment has not been issued or has been issued incorrectly the Company should be notified as soon as possible.

3. PAYMENT OF PREMIUM AND OCCURRENCE OF INSURED EVENTS

You can choose to pay your premium in one of three ways:

- monthly by debit order;
- yearly in cash.

3.1. Monthly payment by debit order

You must pay your premium every month by debit order before the beginning of the month to which cover applies. We will present your debit order to your bank on the date shown in the Schedule.

If we do not receive your premium by the date shown in the Schedule:

3.1.1. because you have instructed your bank not to honor the debit order, all cover under this policy will end on the last day of the month for which we have received your premium;

3.1.2. for any reason other than that mentioned in 3.1.1 we will present your debit order again and collect it with your debit order for the next month. If only one debit order is paid, we will use the money to clear the oldest debt. You will, therefore, still owe us the outstanding premium.

If we cannot collect at least one debit order, this policy will end on the last day of the month for which we have received your premium.

In consideration of the Premium having been paid the Company will indemnify the Policyholder against loss, damage, death, injury or any other event giving rise to a claim under any Insured Section specified in the Schedule provided such event shall occur during a Period of Cover.

4. POLICY LIMITS

The Company's Liability shall not exceed the Sums Insured or Limits of Indemnity stated in the Schedule(s) and other parts of this Policy less any specified deductible(s).

5. PERIOD OF COVER

The Insurance as a whole will be deemed to have terminated automatically on the last day of the preceding month, if any premium is not paid in full within 15 days from the date due, unless the non-payment results from an error or omission on the part of the Policyholder's bank or other paying agent. However, this does not relieve the Policyholder of the obligation to give formal notice of cancellation of the Policy and in the event of the debit being cancelled on the instruction of the insured, formal notice of cancellation will be deemed to have been given. The period of cover otherwise extends to the anniversary date plus any renewal period if the premium is payable annually or for each calendar month for which the premium is paid if the premium is payable monthly. In the case of monthly policies, the 15 day period of grace only applies from the second month of the currency of the policy.

Due date shall mean:

- (a) Annual insurance** – the inception date of the insurance and the renewal date annually thereafter;
- (b) Monthly insurance** – the inception date of the insurance and the first day of each month thereafter.

6. POLICYHOLDER

The Policyholder named in the Schedule is the owner of the Policy and is responsible for the payment of the Premium. However, for the purposes of the insurance cover the term Policyholder occurring in the printed text of this policy includes the Policyholder's spouse if living in the same household.

7. MALICIOUS DAMAGE

Cover for Malicious Damage under any section of this policy means loss or damage directly occasioned by or through or in consequence of the deliberate or wilful or wanton act of any person committed with the intention of causing such loss or damage other than loss or damage to:

1. movable property which is
 - 1.1. stolen;
 - 1.2. damaged in an attempt to remove it or part of it from any premises owned or occupied by the insured.
2. movable or immovable property which is damaged by thieves whilst breaking into or out of or attempting to break into or out of any premises owned or occupied by the insured;
3. immovable property owned or occupied by the insured occasioned by or through or in consequence of:
 - 3.1. the removal or partial removal or any attempt thereof of
 - 3.2. the demolition or partial demolition or any attempt thereof of

the said immovable property or any part thereof with the intention of stealing any part thereof PROVIDED THAT THIS EXTENSION DOES NOT COVER:

 - (a)** loss or damage related to or caused by fire or explosion;
 - (b)** consequential or indirect loss or damage of any kind or description whatsoever other than loss of rent if specifically insured;
 - (c)** loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;
 - (d)** loss or damage by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
 - (d)** loss or damage related to or caused by any occurrence referred to in General Exclusion 2(A) (i), (ii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If the Company alleges that by reason of provisos (a), (b), (c), (d) or (e) loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

8. DUTY OF CARE

You must take all reasonable precautions and all reasonable care to prevent or minimise loss, damage, death, injury or liability.

9. CHANGES

We may make changes to this policy by giving you 30 days written notice of the changes at your postal address as shown on the Schedule.

10. CANCELLATION

- You may cancel this policy or any section at any time.
- We may cancel this policy, any section, or part of it by giving you 30 days written notice of the cancellation at your postal address as shown on the Schedule.

11. YOUR RIGHTS

You (in this paragraph meaning the names set out in the Schedule) may not cede or assign your rights or obligations to another person. No other person may make a claim against us.

12. CLAIMS

(a) Claims Preparation Costs

We will compensate you for costs you incur in producing and certifying any details that we may require in terms of General Terms and Conditions 12.3.2 to enable us to process any claim you may have. This compensation is limited to the amount shown in the Schedule.

(b) Claims Settlement Basis

We may decide to compensate you by any one or more of the following methods: repairing;

- a)** replacing;
- b)** replacing
- c)** paying cash; or
- d)** any combination of these.

Our compensation is limited to the amount shown in the Schedule, less any excess shown in the Schedule. If we replace or repair, we will not be obliged to do so exactly, but only as circumstances reasonably allow.

If we repair or replace any loss or damage, we may use any supplier or repairer of our choice. Before we finalise or settle any claim, we may require you to sign an agreement of loss.

(c) Claims Procedure

- (a)** You must tell us as soon as possible of any event that may result in a claim and advise us of any other policy which may cover the same event.
- (b)** You must give us full details of the event within 30 days after it has occurred, as well as all documents which we may reasonably require.
- (c)** You must immediately inform us in writing if you become aware of any possible prosecution, legal proceedings or claim against you following an event.
- (d)** You must immediately report to the police any event where theft or any other criminal act is involved.

- (e) You may not without our written consent admit liability, offer, promise or pay in respect of any event that may result in a claim.

(d) Our Rights after an event which may lead to a claim

- (a) You must allow us to enter the premises where the event took place and take possession of any damaged property insured by this policy and deal with it in a manner we consider reasonable. You may not abandon any property to us, whether we have taken possession of it or not.
- (b) You must supply all information and assistance that we reasonably require and we may take over the recovery, defence or settlement of a claim and conduct it in your name.
- (c) We may, at any time, relinquish control of any defence, settlement or proceedings and pay you the full amount of our liability, or any lesser amount for which the claim can be settled. If we do so, we will be discharged from all further liability.
- (d) If this policy provides insurance to you and any other person, we may give any compensation to the other person. This payment will discharge us from any further liability.

(e) Fraudulent or wilful acts

You will lose all rights to claim under this policy if:

- (a) a claim is fraudulent or if you or anyone acting on your behalf uses any fraudulent means to obtain any benefit under this policy; or
- (b) a claim occurs due to a deliberate, or wilful, or intentional act committed by you or with your involvement or anyone acting on your behalf; or
- (c) information or documents in support of a claim, whether created by you or on your behalf, is not true, is not complete or is fraudulent; or
- (d) the quantum of a claim is deliberately exaggerated by you or anyone acting on your behalf.

(f) Time limits

- (a) If we reject your claim or dispute the amount of your claim, which decision was communicated
- (b) If we still reject your claim or dispute the amount of your claim despite your written representation, you may institute legal proceedings against us within six months from the date we communicate to you the rejection of your written representation.
- (c) We are not liable after 12 months from the date of the event that gives rise to a claim, unless the claim is:
 - (i) the subject of pending court action or arbitration; or
 - (ii) for amounts for which you may become legally liable.

- (g) No premium refund if maximum insured amount or limit of compensation is settled for any claim

If we compensate you for a claim for the maximum insured amount or limit of compensation payable for an event or item, we will not refund any premium for the remainder of the period of your insurance for that event or item.

13. OTHER INSURANCE

If a claim is payable under this policy and under any other policy, we will only pay our proportional share of the claim.

14. REINSTATEMENT OF THE INSURED AMOUNTS OR LIMITS OF COMPENSATION

The insured amounts or limit of compensation shown in the Schedule of this policy will not be reduced by the amount of any claim unless stated otherwise.

15. EXCESS

Our compensation is limited to the amount shown in the Schedule, less any excess. The “excess” is the amount you must pay before we settle any claim. The Schedule of this policy will show whether an excess applies.

If the excess is based on a percentage of the loss or damage, the percentage will be applied to the amount of the loss or damage that has occurred

16. JURISDICTION

This policy is subject to the jurisdiction of the courts of the Republic of Botswana. The law of Botswana will apply.

17. A PERSON WHO DEALS ON YOUR BEHALF

You give up your right to receive compensation if a person who deals on your behalf does not comply with the terms and conditions of General Terms and Conditions for the event or claim.

18. AMENDMENTS TO CONFORM TO LAW

Any terms or conditions of this policy that are against any law will be amended to conform to such law.

19. DATA PROTECTION ACT

Lords Insurance (Pty) Ltd is committed to protecting your personal information in accordance with Data Protection Act (2024). All personal information provided by you will be treated with high level of confidentiality and solely for purpose related to your insurance policy.

DECLARATION

The insurance by any Section of this Policy is subject not only to the provisions of this Preamble but also to the General Conditions and General Exclusions and any Specific Provisions, Conditions and Exclusions appearing in such Section.

Signed on behalf of the Company

Lords Insurance Botswana

GENERAL CONDITIONS

The insurance by all Sections of this Policy is subject to the following General Conditions which set out the rights and obligations of the Policyholder (and any other insured party where appropriate) and of the Company.

1. ACCURACY OF MATERIAL INFORMATION

The Company has relied on the accuracy of the information supplied by or on behalf of the Policyholder on the Application Form or in any signed letter or statement submitted in connection with the Application or in connection with any renewal or amendment of the Policy.

If that information was materially inaccurate or incomplete the insurance cover by the affected Section of the Policy as a whole may be considered to have been void from the start unless and to the extent agreed otherwise and recorded by means of a signed Amendment issued by the Company.

2. MATERIAL INCREASE IN RISK DURING THE TIME THE INSURANCE IS IN FORCE

Just as the Company relies at the outset on the material accuracy of the information on which the insurance was arranged in the first instance so it relies on being informed by the Policyholder of any material change in that information that increases the risk to the Company and takes place during the time the insurance is in force. The Policyholder must therefore notify the Company of any such change within fourteen days and the Company has the right on such notification to increase the Premium or amend the scope of the cover as from the date of the change.

3. PREVENTION OF LOSS DAMAGE OR LIABILITY

The Policyholder shall take all reasonable precautions for the maintenance and safety of all property insured under the Policy and to prevent or minimise accidents or losses.

4. CLAIMS PROCEDURE

- (A) On the happening of any event giving or likely to give rise to a claim under this Policy, the Policyholder shall:
- (i) notify:
 - (a) the Company as soon as possible but not later than 14 days from the date of occurrence;
 - (b) the Police as soon as possible if theft or criminal act is suspected.
 - (ii) if required submit details of the claim in writing;
 - (iii) supply at his own expense all reports, certificates, plans, specifications, information and assistance reasonably required by the Company or the Police;
 - (iv) send to the Company any communication from any other person and shall not negotiate, admit liability or repudiate any claim by any person;
 - (v) not be entitled to abandon any property to the Company.
- (B) No claim (other than a claim under the Personal Accident Section if applicable) shall be payable after the expiry date of three months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of the insured's legal liability to a third party.

Where the Policyholder disputes the Company's rejection of a claim, the Policyholder must make representation to the Company in respect of the decision within 90 (ninety) days of the rejection letter. Thereafter, the Policyholder must take legal action by way of the service of summons against the Company within 90 (ninety) days failing which the

- (C) Policyholder will forfeit the claim and no liability can arise in terms of such claim.

5. SETTLEMENT OF CLAIMS AND RIGHTS OF RECOVERY FROM OTHER PARTIES

- (i)** The Company may settle claims for lost or damaged property by repairing or replacing such property or at its option by payment of the reasonable cost of such repair or replacement but subject in all instances to the appropriate Limit of Indemnity;
- (ii)** If any loss or damage that is claimed for under this Policy is also recoverable at law from any other party on the grounds that such party was the cause of the loss or damage the Company shall be entitled to take legal action in the Policyholder's name to recover the amount payable on account of the claim provided it pays the costs of such action;
- (iii)** If an event occurs that is or would but for this Policy be insured by any other policy, the Company shall be liable only for its proportionate share of the claim. However, this Condition does not apply to claims under Section Six;
- (iv)** Payment of any amount admitted by the Company shall be conditional upon the signature of the Policyholder to a release in favour of the Company.

6. FRAUDULENT CLAIMS

If any claim made by or with the knowledge of the Policyholder named in the Schedule is found to be fraudulent, the Company shall as from the date of such claim be under no further liability whatsoever under the Policy.

7. RIGHTS OF ANY PERSON OTHER THAN THE POLICYHOLDER

The granting of cover under this Policy to any person other than the Policyholder shall not give any such other person any direct claim against the Company and the Company shall not be obliged to deal with any claim made by any such person, the intention being that the policyholder shall claim on behalf of such person.

8. NOTICE OF AMENDMENTS OF COVER

The Company may unilaterally and at its sole discretion amend the terms and conditions of this Policy at any time by giving the Policyholder 30 (thirty) days written notice, whereafter the Policyholder shall have the option to cancel the cover.

9. CANCELLATION

The insurance by any Section of the Policy as a whole may be cancelled by the Policyholder or the Company on 30 days notice in writing. However, if the Company gives notice of cancellation of a Section the Policyholder shall have the right to give fourteen days notice of the cancellation of the Policy as a whole.

If the premium is payable annually and the Policy is cancelled by the Company the Policyholder

shall be entitled to a pro rata refund of the Premium for the cancelled Section or Sections. If cancelled by the Policyholder the Company shall be entitled to retain the necessary short period or minimum premium for the period the Policy or Section has been in force.

10. LEGAL LIABILITY

The Company will not be liable under more than one of the sections of this Policy for any legal liability arising from the same happening in respect of the same property or liability.

11. JURISDICTION

The Company is subject to the jurisdiction of the Courts of the Republic of Botswana.

CLAIMS AND UNDERWRITING INFORMATION SHARING CLAUSE

It is acknowledged that the sharing of claims and underwriting information (including credit information) by insurers is essential to enable the insurance industry to underwrite policies and assess risks fairly. It is in the public interest to reduce the incidence of fraudulent claims and thereby limit premiums.

"NOTE: THIS POLICY INCLUDES CONSENT TO THE DISCLOSURE OF PRIVATE UNDERWRITING AND CLAIMS INFORMATION IN THE CLAIMS AND UNDERWRITING INFORMATION SHARING CLAUSE" (SEE PAGE 4)

The policyholder acknowledges that the sharing of claims information and underwriting information (including credit information) by Insurers is essential to enable the Insurance Industry to underwrite policies and assess risks fairly and to reduce the incidence of fraudulent claims, in the public interest and with a view to limiting premiums.

On my own behalf and on behalf of any person/s I represent herein, I hereby waive any right to privacy in any insurance information provided by me or on my own behalf in respect of any insurance policy or claim made or lodged by me and I consent to such information being disclosed to any other insurance company or its agent.

I also acknowledge that the information provided by me may be verified against other legitimate sources or databases. I also waive any rights of privacy and consent to the disclosure of any information relevant to any insurance policy or claim concerning me.

GENERAL EXCLUSIONS

The Policy does not insure

1. Loss, damage, death, injury or liability directly or indirectly caused by or resulting from
 - (i) nuclear weapons material;
 - (ii) ionising, radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel (the term 'combustion' being understood to include any self-sustaining process of nuclear fission);
 - (iii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege of any other event or cause that determines the proclamation or maintenance of martial law or state of siege.
2. (A) Loss of or damage to property related to or caused by
 - (i) civil, commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), or civil war;
 - (iii)
 - (a) mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - (b) insurrection, rebellion or revolution;
 - (iv) any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State or Government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - (v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any State or Government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause (i), (ii), (iii), (iv), (v), (vi) or (vii) above.

If the insurers allege that by reason of clause (i), (ii), (iii), (iv), (v), (vi), (vii) of this exception loss or damage is not covered by the Policy, the burden of proving the contrary shall rest on the Insured.

- (B) This Policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act 1988 (No 23 of 1988) or any similar Act operative in Botswana.

3. Communicable, Contagious or Infectious Disease Exclusion

1. This policy, subject to all applicable terms, conditions and exclusions, covers losses attributable to direct physical loss or physical damage occurring during the period of insurance. Consequently, and notwithstanding any other provision of this policy to the contrary, this policy does not insure any loss, damage, claim, cost, expense or other sum, directly or indirectly arising out of, attributable to, or occurring concurrently or in any sequence with a Communicable, Contagious or Infectious Disease or the fear or threat (whether actual or perceived) of a Communicable, Contagious or Infectious Disease.

2. For the purposes of this endorsement, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - a. for a Communicable, Contagious or Infectious Disease, or
 - b. any property insured hereunder that is affected by such Communicable, Contagious or Infectious Disease.
3. As used herein, a Communicable, Contagious or Infectious Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - a. the substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
 - b. the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms, and
 - c. the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property insured hereunder.
4. Non-physical damage Business Interruption and Contingent Business Interruption

Notwithstanding any specific provision of a specific section of this policy including any exclusion, condition, exception, insured peril, extension or other provision not mentioned herein which specifically overrides a general exclusion, this policy does not cover any loss, damage/s (physical or financial), cost or expense of any type whatsoever, legal liability, or any consequential loss directly or indirectly caused by, arising out of, resulting from or in consequence of any Business Interruption or Contingent Business Interruption cover unless as a result of physical damage as per the Defined Events stated under the Business Interruption Section of this policy.

All sections and extensions that provide for such loss, damage/s, costs or expenses are hereby deleted in their entirety.

5. Property Cyber and Data Exclusion

- a) Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 1. Cyber Loss;
 2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data; regardless of any other cause or event contributing concurrently or in any other sequence thereto.
- b) In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
- c) This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss or Data, replaces that wording.

Definitions:

1. Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.
2. Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

3. Cyber Incident means:

- a.** any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
- b.** any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

4. Computer System means:

any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party.

Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a