



Policy Document
**PERSONAL
LIABILITY**

SECTION 03:

PERSONAL LIABILITY

COVER PROVIDED

1. OUR INDEMNITY TO YOU

If You become legally liable to pay compensation:

- 1.1.** for accidental death, bodily injury or illness; or
- 1.2.** accidental loss or damage to property;

occurring during the Period of Insurance, We will Indemnify You up to P500 000 for any one claim or series of claims arising out of one accident, including costs and expenses recoverable by any claimant from You and incurred with Our written consent, subject at all times to the terms and conditions of this Policy.

2. TENANTS

If you become legally liable as tenant and not as owner We will indemnify you for:

- 2.1.** damage to the building of a dwelling and its domestic outbuildings (including fixtures and fittings) caused by an insured event specified in Household Contents of this policy
- 2.2.** accidental damage to fixed glass or to fixed sanitaryware;
- 2.3.** accidental damage to water, gas, sewerage, electricity or telephone connections to the dwelling or outbuildings;

3. SECURITY COMPANIES

General Exception 1 and Specific Exclusion 4.4 of this section do not apply to any liability assumed in terms of a written contract entered into with any entity providing security or armed response services.

4. SPECIFIC EXCLUSIONS

This section excludes liability:

- 4.1.** for compensation payable to You;
 - 4.1.1.** for compensation payable to a person in Your employ or any liability directly or indirectly related to Your business or profession;
 - 4.1.2.** For loss of or damage to property belonging to You, or in Your custody or control, or that of Your domestic employee; or for death or bodily injury to You, any member of Your family, or any employee arising out of the course of their employment duties.

4.2. directly or indirectly due to:

- Your employment, business or profession;
- the ownership of land or buildings
- the occupation of land or buildings, other than Your Dwelling
- Any use of a motor vehicle, quad bike, caravan, trailer, aircraft, boat, or jet ski that is owned by you or is in your or your domestic employee's care. (This does not apply to model aircraft, surfboards, or paddle skis.)

4.3. that arises from an agreement between You and any other party unless liability would have attached in the absence of such agreement.

4.4. any judgment, award, payment or settlement made within a country which operates under the laws of the United States of America or Canada or is subject to any order which is made anywhere in the world to enforce such judgement, award payment or settlement or part thereof unless such would be enforceable in terms of a competent Court law in Botswana;

4.5. any punitive damages, fines, penalties or exemplary damages;

4.6. arising out of the letting or hiring out of any movable or immovable property or part thereof for a free, reward or any other consideration;

4.7. loss or damage arising out of Your gross negligence or the reckless disregard by You of the possible consequences of Your acts or omissions;

4.8. loss or damage to property to the extent that such liability is indemnifiable under any other insurance policy;

4.9. liability arising out of any of your dishonest, fraudulent or malicious acts of physical assault committed to you;

4.10. arising out of the purchase, sale barter or exchange of any property movable or immovable or Your failure to comply with any obligations in a relation thereto:

4.11. Liability arising out of seepage, pollution or combination of any kind or type, or the cost of cleaning up, removing, nullifying or reinstating property to lost or damaged by seepage, pollution or contamination

4.12. Loss or damage arising out of a claim:

4.12.1. from one insured to another;

4.12.2. to any former insured in respect of any occurrence during the period when such former insured was insured