



Hollard Campus
22 Oxford Road, Parktown, 2193
P.O. Box 87419, Houghton, 2041
Tel: +27 (11) 351-5000
Fax: +27 (11) 3518013

COVER PROVIDED

1. UMBRELLA LIABILITY

The Insurer will indemnify the Insured up to the Limit of Indemnity stated in the Schedule for all sums which the Insured becomes legally liable to pay as damages arising from any occurrence anywhere in the world, but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada (or to any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part) during the Period of Insurance to the extent that:

- (i) such liability is not indemnifiable in terms of the Insuring Clause and/or Insurable Events Clause and/or Operative Clause of any Underlying Insurance; or
- (ii) such liability is not indemnifiable by reason of an Exclusion in any Underlying Insurance; or
- (iii) the amount of such liability exceeds the Limit of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of such Limit, which for purposes of this policy is deemed to be a minimum of R500 000 but R1 000 000 in respect of Motor Liability and/or Watercraft Liability.

DEFINITION

"Underlying Insurance" means an existing insurance policy in force with

- (i) a registered South African Insurer which covers one or more of the following:
 - Personal Liability
 - Property Owners Liability
 - Tenants Liability
 - Motor Liability
 - Watercraft Liability
- (ii) any Insurer in the world which covers one or more of the following:
 - Motor Liability
 - Watercraft Liability
 - Property Owners Liability

in respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or property owned by the Insured, "at inception of This Policy".

2. COSTS AND EXPENSES

The Limit of Indemnity includes all legal costs and expenses:

- (i) recoverable by or on behalf of any claimant(s) from the Insured
- (ii) incurred by the Insured with Insurer's written consent which consent shall not be withheld unreasonably.

EXCLUSIONS

This Policy excludes liability:

1. arising out of and in the course of the Insured's employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration.
2. arising out of the letting and/or hiring out of any movable or immovable property or part thereof for a fee, reward or any other consideration.
3. the first R5 000 of any claim in relation to property hired, leased or borrowed by the Insured.
4. arising out of the reckless disregard by the Insured of the possible consequences of his acts or omissions.
5. (i) of one Insured to another.
(ii) to any former Insured in respect of any occurrence during any period when such former Insured was an Insured.
6. arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy.
7. arising out of the ownership or use of any aircraft other than model aircraft and hang gliders.
8. which is the subject of statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which liability:

- (i) the Insured is compelled to effect insurance or to furnish security; or
- (ii) the State or other governmental body or authority has accepted responsibility.
9. for any claim in respect of Motor Liability unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions.
10. for any claim in respect of Watercraft Liability:
 - (i) unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restrictions.
 - (ii) where the overall length of the watercraft exceeds 10,5 metres.
11. for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the Insured's care, custody or control.
12. arising out of any dishonest, fraudulent or malicious act of the Insured or acts of physical assault or seduction committed by the Insured.
13. for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties.
14. for any debt,
15. for the failure to pay maintenance or alimony or any amounts following a breach of promise.
16. arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure of the Insured to comply with any obligations in relation thereto.
17. for the first R2 000 of any claim arising from the suspension or termination of employment of any domestic servant.
18. arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind howsoever it shall be named.
19. "Terrorism" shall mean an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear
- 19.1 arising directly or indirectly from war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, civil commotion, mutiny, military or popular rising, rebellion, revolution, insurrection, military or usurped power, acts of terrorism or violence, martial law or state of siege, acts or any attempted acts directed towards the overthrow of or protest against or furthering of any political aim or objective or social or economic change in the policies of any government, provincial, local or tribal authority or the act or order of any lawfully constituted authority in controlling, preventing, suppressing or in any other way dealing with any of the aforementioned occurrences, confiscation, nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority
20. directly or indirectly arising from:
 - (i) nuclear weapons material ionising radiation or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - (ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

CONDITIONS

1. The indemnity granted by this Policy is conditional upon there being in force at the time of the occurrence an Underlying Insurance policy which

substantially provides cover for the type of liability for which indemnity is sought hereunder and upon the Insured not being in breach of the conditions of such an Underlying Insurance.

2. This Policy will be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between the Insurer and the Insured.
3. Written notice must be given to the Insurer as soon as possible of any event that may give rise to a claim under this Policy and the Insured shall furnish such further information as the Insurer may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to the Insurer as soon as possible.
Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition.
4. In respect of any claim not covered at least in part by an Underlying Insurance, the Insurer may take over and conduct in the name of the Insured the defence or settlement of any claim or prosecute in the name of the Insured for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured will give all necessary information and assistance as may be required by the Insurer.
5. If the indemnity granted by this Policy is covered by any other liability insurance the Insurer will not pay more than their rateable proportion.
6. If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited.
7. This Policy may be cancelled by either the Insurer or the Insured by the giving of 30 days written notice of such cancellation, provided that if the premium is paid monthly and if the premium is not paid to the Insurer within 7 days after it became due the policy may be deemed to have been cancelled at midnight on the last day of the month for which premium was paid unless the Insured can show that failure to make payment was an error on the part of his bank or other paying agent.
8. Payments under this Policy shall be payable in the Republic of South Africa in the currency of the Republic of South Africa.
9. The due observance and fulfilment of all provisions in the Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurer in respect of any occurrence for which the Insured makes a claim under this Policy.
10. The Insurer may in the case of any occurrence pay to the Insured the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Insurer shall thereafter be under no further liability in respect of such occurrence.
11. No admission, offer, promise of payment in relation to a claim under this Policy may be made or given by or on behalf of the Insured without the written consent of the Insurer. The Insured will take all reasonable steps to ensure that the Underlying Insurer will comply with this condition and co-operate with the Insurer in the defence and settlement of any claim which is indemnifiable both by an Underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.
12. Premium is payable before the inception date or renewal date as the case may be. The Insurer shall not be obliged to accept premium tendered to it after such date, but may do so upon such terms as it in its sole discretion, may determine.