



# Domestic Insurance

## Domestic general liability section

### Defined events

1. Damages which the insured become legally liable to pay as compensation for injury or damage;
2. Emergency medical expenses incurred by the insured on behalf of a potential claimant as a result of injury;
3. Liability assumed by the insured under a contract entered into with any security firm and arising out of any wilful or negligent acts or omissions of employees of the security firm whilst undertaking any duties in terms of the contract resulting in injury or damage which occurs during the period of insurance.

### Specific definitions

1. Injury means accidental death, bodily injury to or illness of any person.
2. Damage means accidental loss of or physical damage to tangible property other than property belonging to, held in trust by or in the custody or control of the insured.
3. The insured includes members of the insureds' family normally resident with the insured and, in the event of the insureds' death, the insureds' estate.
4. Occurrence means an occurrence or series of occurrences arising out of one event.
5. Territorial limits means anywhere in the world.

### Limits of indemnity

1. The amount payable by the company will not exceed the limit of indemnity stated in the schedule.
2. The limit of indemnity will include costs and expenses
  - (a) recoverable by any claimant from the insured;
  - (b) incurred with the written consent of the company.
3. The company may in respect of any occurrence pay to the insured the limit of indemnity less any costs and expenses incurred or any lesser sum for which the claim or claims can be settled whichever is the lesser amount.
4. The limits of indemnity stated below apply independently of any amount stated in the schedule and must be read in conjunction with the relevant clauses in this section.

Defined event 2.	Emergency medical expenses	R5 000
Clause 1.	Cash and credit cards	R5 000

### Specific exceptions

The company will not indemnify the insured in respect of:

1. Liability assumed by the Insured by agreement and which would not have attached in the absence of such agreement other than as specifically mentioned in Defined event 3.
2. Liability in respect of death or bodily injury to or illness of any person who is a member of the Insured's household.
3. Liability in respect of death or bodily injury to or illness of any person under a contract of service with the Insured if such liability is in respect of injury or illness arising out of and in the course of such employment by the Insured other than as specifically mentioned in Extension 4. Liability to domestic employees.
4. Liability in respect of death bodily injury illness loss or damage caused by or in connection with or arising from
  - (a) the ownership or occupation of any land or buildings other than liability arising out of the use of garden implements and as specifically mentioned in Extension 2. Homeowners' liability and 3. Tenants' liability;
  - (b) the use of aircraft vehicles (other than as a passenger in a private motor car) or watercraft;
  - (c) any profession or business of the insured.

### Memoranda

1. General exception 1 does not apply to this section.
2. General provision 5 does not apply to this section.

## Extensions and clauses

### 1. Cash and credit cards

The company will indemnify the insured against liability or loss arising from fraudulent use of the insureds' cash or credit cards by any person who is not a member of the insureds' family or household.

The company will not indemnify the insured if the insured have not reported the loss of the card to the issuing Organisation as soon as possible and complied with the conditions of issue of the card.

### 2. Homeowners liability

The company will pay all sums which the insured become legally liable to pay as owner of residential premises in the Republic of South Africa caused by injury or damage occurring on or about the building. Excluding liability arising out of or incidental to the insureds' occupation or business.

### 3. Tenants' liability

The company will pay all sums which the insured become legally liable to pay as tenant of residential premises in the Republic of South Africa caused by

- (a) loss of or damage to the building and/or landlord's fixtures and fittings as a result of
  - (i) fire, explosion, storm, wind, water, hail or snow;
  - (ii) bursting, leaking or overflowing of water or heating installations or pipes including damage to such installations or pipes;
  - (iii) theft or any attempt thereat.
- (b) accidental breakage of sanitaryware and fixed glass;
- (c) accidental damage to water, sewerage, gas, electricity and telephone connections between the building and the public supply or mains connections.

Excluding

- (a) damage
  - (i) caused by subsidence or landslip. This exclusion will not apply to the removal of land supporting the building by flowing surface water;
  - (ii) to sanitaryware by chipping scratching and other disfigurement.
- (b) liability arising out of or incidental to the insureds' occupation or business.

### 4. Liability to domestic employees

The company will indemnify the insured against

- (a) all sums that the insured become legally liable to pay as a result of bodily injury to the insureds' domestic employees arising out of the work they are employed to do.
- (b) costs and expenses incurred by the insured with its prior consent in the defence of any criminal action brought against the insured arising out of an alleged contravention of the Occupational Health and Safety Act No. 85 of 1993 (as amended).

Excluding liability arising out of or incidental to the insureds' occupation or business.