



Personal Lines

Policy Document

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General exceptions, conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

General exceptions

1. a. This policy does not cover 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 foregoing;
 - 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 A (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.

2. Except as regards the Fidelity, Stated Benefits, Group Personal Accident and Botswana Worker's compensation sections.
 - a. this policy does not cover
 - i. loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - ii. any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

- b. the indemnity provided by this policy shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

3. Communicable disease exclusion

1. 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, resulting from, originating from, occurring concurrently or in any sequence with a Communicable Disease or the fear or threat (whether actual or perceived) of a Communicable Disease.

2. For the purposes of this exclusion, loss, damage, claim, cost, expense or other sum, includes, but is not limited to, any cost to clean-up, detoxify, remove, monitor or test:
 - 2.1 for a Communicable Disease, or
 - 2.2 any property insured hereunder that is affected by such Communicable Disease.
3. As used herein, a Communicable Disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism where:
 - 3.1 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
 - 3.2 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
 - 3.3 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. This exclusion applies to all coverage extensions, additional coverages, exceptions to any exclusion and other coverage grant(s).
5. All other terms, conditions and exclusions of the policy remain the same. If the Insurer alleges that by reason of this exclusion, any loss, damage or liability is not covered by this Policy the burden of proving the contrary rests on the Insured.

8. Property Cyber and Data Exclusion

1. Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any:
 - 1.1 Cyber Loss;
 - 1.2 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.
2. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This exclusion 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

4. 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.
5. 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.
6. Cyber Incident means:
 - 6.1 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

- 6.2 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.
- 7. Computer System means:
 - 7.1 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.
- 8. 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 Computer System.

General conditions

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

3A. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice.

On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured shall be entitled to claim a pro-rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General condition 4.

3B. Continuation of cover (where premium is payable by bank debit order or by transmission account)

The premium is due in advance and, if it is not received by the company by due date, this insurance shall be deemed to have been cancelled at midnight on the last day of the preceding period of insurance unless the insured can show that failure to make payment was an error on the part of his bank or other paying agent.

Due date will be the first day of every calendar month where premium is payable monthly, and the first day of

- a. each third
- b. each sixth or
- c. each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.

4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the insured shall, after the expiry of each period of insurance, furnish the company with such particulars and information as the company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the insured as the case may be.

5. Prevention of Loss

The insured shall take all reasonable steps and precautions to prevent accidents or losses.

6. Claims

- a. On the happening of any event which may result in a claim under this policy the insured shall, at their own expense
 - i. give notice thereof to the company within 30 days and provide particulars of any other insurance covering such events as are hereby insured
 - ii. as soon as practicable after the event inform the police of any claim involving theft or (if required by the company) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - iii. within 30 days after the event submit to the company full details in writing of the claim
 - iv. give the company such proof, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.
- b. No claim (other than a claim under the business interruption, fidelity, stated benefits, Botswana Worker's Compensation or group personal accident section or the personal accident (assault) extension under the money section, (if applicable) shall be payable after the expiry of 24 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.
- c. No claim shall be payable unless the insured claims payment by serving legal process on the company within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- d. If, after the payment of a claim in terms of this policy in respect of lost or stolen property, the property (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.

7. Company's rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this Policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy,
 - i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not
 - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the company.
- b. The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

- c. In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the company shall thereafter not be under further liability in respect of such event.

8. Fraud

If any claim under this policy be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this Policy, or if any accident, loss, destruction, damage or liability be occasioned by the wilful act or with the connivance of the Insured, all benefits under the claim shall be forfeited and the policy will be cancelled.

9. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

In consideration of sums insured not being reduced where appropriate by the amount of any loss, the insured shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

10. Breach of conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

11. No rights to other persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall in every case be a full discharge to the company.

12. Collective insurances

If the insurance is a collective insurance then the following amendment is made to General condition 6(a) (iv) above.

“give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of claim or

any communication, writ, summons or other legal process issued or commenced against the insured in connection with the event giving rise to the claim.” and General condition 7 is substituted by the following “7. Company’s rights after an event

- a. On the happening of any event in respect of which a claim is or may be made under this policy the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to rely upon any conditions of this policy,
 - i. take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the lead insurer on behalf of all insurers to do so. The insured shall not be entitled to abandon any property to the insurers whether taken possession of by the leading insurer or not
 - ii. take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the insured without the written consent of the leading insurer.
- b. The insured shall, at the expense of the insurers, do and permit to be done all such things as may be necessary or reasonably required by the insurers for the purpose of enforcing any rights

to which the insurers shall be or would become subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.

- c. In respect of any section of this policy under which an indemnity is provided for liability to third parties, the insurers may, in the case of any event, pay to the insured the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the insurers shall thereafter not be under further liability in respect of such event."

13. Amendment to policy terms and conditions clause

The Insurer may, at its discretion and on providing you with 30 days written notice to your last contact or known address, make changes to the terms and conditions of this Policy, as and when it deems necessary.

14. Sanctions clause

Notwithstanding any other terms under this insurance contract, no insurer shall be deemed to provide coverage or will make any payments or provide any service or benefit to any insured or other party to the extent that such cover, payment, service, benefit and/or any business or activity of the insured would violate any applicable trade or economic sanctions law or regulation

15. Protection of personal information

The Data Protection Act 2018 ("DPA") gives effect to your constitutional right to privacy in relation to safeguarding your personal information when processed by a responsible party, namely Bryte Risk Services Botswana ("Bryte"). In this regard you give consent to Bryte to retain your personal information and to use and share this information with legitimate sources only for the purpose of this insurance contract.

Should you decide to cancel this insurance contract you further consent to Bryte retaining the information in line with the legally permitted retention period, for statistical and reporting purposes only. Bryte confirms its commitment to ensure that your information is kept confidential and has implemented appropriate measures to prevent loss, damage, unauthorised and unlawful access thereto.

Should you, at any point, wish to revoke this consent/authorisation, please contact your local Bryte office or your broker who will contact Bryte. The appropriate action will be taken in line with your request.

General provisions

1. Claims preparation costs

The insurance by each section of this policy is extended to include costs reasonably incurred by the insured in producing and certifying any particulars or details required by the company in terms of General condition 6 or to substantiate the amount of any claim, provided that the liability of the company for such costs in respect of any one claim shall not exceed in respect of a particular section P1,000 or 10 percent of the sum insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

2. Payments on account

In respect of any section where amounts recoverable from the company are delayed pending finalisation of any claim, payments on account may be made to the insured, if required, at the discretion of the company.

3. First amount payable

Except where provided for specifically in any section, the amount payable under this policy/section for each and every loss, damage or liability shall be reduced by the first amount payable shown in the schedule for the applicable defined event.

4. Members

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

5. Liability under more than one section

The company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

6. Meaning of words

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

7. Premium payment

Premium is payable on or before the inception date or renewal date as the case may be.

The company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

8. Schedule sums insured blank

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is;

- i. left blank or has no monetary amount stipulated against it
- ii. reflected as nil or not applicable or not covered or no indemnity extended

this means the defined event or circumstance shown in the schedule is not insured by the policy.

9. Security firms

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the company's rights have been prejudiced by the terms of any contract entered into between the insured and any security provider relating to the protection of the insured property.

Buildings section

Defined events

Loss of or damage (damage) to the Building(s) at the address stated in the schedule, by

1. Fire
2. Lightning
3. Explosion
4. Storm, wind, water, hail or snow excluding damage
 - a. to gates, fences and retaining walls
 - b. caused by subsidence or landslip
5. Earthquake
6. Bursting, leaking or overflowing of water or heating installations or pipes including damage to such installation or pipes
7. Theft or attempted theft provided that if the building is
 - a. vacant or
 - b. lent, let or sublet by or shared with the insured there is forcible and violent entry or exit but if the building is left vacant for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover
8. Impact including the cost of removing any fallen trees or branches that cause damage to the buildings
9. Breakage or collapse of radio or television aerials or masts including satellite dishes
10. Loss or damage caused by deliberate, willful or wanton acts (malicious damage) but excluding loss or damage
 - a. caused by or arising from housebreaking or theft or attempted theft
 - b. whilst the buildings are vacant.

Limits of indemnity

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.

Clause 11.	Repairs and measures after loss:	
	a. temporary repairs and other measures	P5 000
	b. (ii) emergency accommodation	P5 000

First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

- | | |
|----------------------------|--|
| 1. Basic | Per schedule |
| 2. Subsidence and Landslip | 1% of sum insured on the property subject to a minimum of P5 000 |

Specific condition

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Extensions and clauses

1. Reinstatement value conditions

The insured may choose within six months of the date of damage to reinstate the property insured on the same site (or on another site and in a manner suitable to the insured's requirements subject to the company's liability not being increased) as nearly as possible to its condition when new provided

- a. the reinstatement must be started and finished in a reasonable time, otherwise no payment will be made beyond the amount which would have been payable had these conditions not been incorporated in this section
- b. the insured must have actually incurred the cost of reinstatement
- c. if at the time of reinstatement the cost, including the cost of demolition and professional fees, which would have been incurred in reinstating the property insured had it been totally destroyed exceeds the sum insured at the time of destruction or damage, the insured shall be considered as being their own insurer for the difference and will bear a rateable proportion of reinstatement.

2. Capital additions

This section covers alterations, additions or improvements (but not appreciation in value in excess of the sum(s) insured) to the property insured for an amount not exceeding 20 percent of the sum insured thereon provided the insured advise the company of such alterations as soon as reasonably possible and pay any additional premium required.

3. Professional and other rebuilding costs

The company will pay costs necessarily incurred by the insured with its written consent

- a. in demolishing the property insured, removing debris from the site and erecting hoardings required for building operations
- b. for architects', quantity surveyors' and consulting engineers' fees
- c. for local authorities' scrutiny fees following a defined event.

4. Loss of rent

If the building becomes uninhabitable as a result of a defined event the company will pay the insured up to 25 percent of the sum insured. The amount payable will be based on

- a. the period necessary for reinstatement and
- b. the annual rent of the building unfurnished or its equivalent rental value.

5. Public supply or mains connections

The company will pay for accidental damage to water, sewerage, gas, electricity and telephone connections for which the insured are legally responsible between the building and the public supply or mains connections.

6. Glass and sanitary ware

The company will pay for accidental breakage of

- a. fixed glass including mirrors
- b. fixed sanitaryware excluding chipping, scratching or disfigurement in the building unless it is unoccupied.

7. Mortgagee clause

The interest of any mortgagee

- a. is limited to the amount owing by the insured to the mortgagee in respect of the property insured
- b. will not be invalidated by any act or omission of the insured which occurs without the mortgagee's knowledge
- c. ranks prior to the interest of the insured.

8. Water-pumping machinery

The company will indemnify the insured for accidental damage (not wear and tear) to water-pumping machinery (but not automatic pool cleaners) or fixed filtration plant.

9. Subsidence and Landslip (if stated in the schedule to be applicable)

The company will indemnify the insured for damage to the property insured by subsidence or heave of the land supporting the property insured or landslip provided such damage is not caused by or does not arise from

- a. excavations other than mining excavations
- b. alterations, additions or repairs to the property insured
- c. the compaction of infill
- d. defective design, materials or workmanship
- e. normal settlement, shrinkage or expansion of the property insured provided that this extension does not cover
 - a. damage to
 - i. solid floor slabs or any other part of the property insured resulting from the movement of such slabs, unless the foundations supporting the external walls are damaged by the same cause at the same time
 - ii. swimming pools, tennis courts, patios, terraces, driveways, paths, septic or conservancy tanks, drains, water courses, walls, gates, posts and fences unless the private residence or its domestic outbuildings are damaged by the same cause at the same time
 - b. work necessary to prevent further damage due to subsidence, heave or landslip except where appropriate design precautions were implemented during the original construction of the dwelling and any subsequent additions.

10. Inflationary increase

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

11. Repairs and measures after loss

After loss or damage by any insured event

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary for the safety of the property insured
- b. the company will pay the reasonable costs of
 - i. extinguishing a fire
 - ii. emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged up to the amounts shown in the limits of indemnity.

Contents section

Defined events

Loss of or damage (damage) to the property insured being household goods, personal effects, fixtures and fittings that would not normally be sold with the residence, belonging to the insured (who shall include members of the insured's family normally resident with the insured) or for which the insured are legally responsible, at

1. the address stated in the schedule
2. any other occupied private residence or building in which the insured are
 - a. temporarily residing
 - b. employed
3. any furniture storage depot or bank safe deposit
4. any other premises for repair, renovation, restoration, cleaning or dyeing within the territorial limits by
 1. Fire
 2. Lightning
 3. Explosion
 4. Storm, wind, water, hail or snow excluding damage
 - a. to property in the open
 - b. arising out of any process necessarily involving the use or application of water
5. Earthquake
6. Bursting, leaking or overflowing of water or heating installations or pipes excluding damage to such installations or pipes themselves
7. Sudden and violent damage to the building caused by impact
8. Theft or attempted theft provided that
 - a. if the building is
 - i. vacant, or
 - ii. lent, let or sublet by the insured or shared with the insured or
 - b. if the property insured is at
 - i. any furniture storage depot or bank safe deposit, or
 - ii. any other premises for repair, renovation, restoration, cleaning or dyeing

there is forcible and violent entry or exit but if the building is left vacant for more than 60 days in any one calendar year theft or attempted theft will not apply unless the company has given its prior consent in writing to extend cover
9. Damage directly occasioned by or through or in consequence of
 - a. civil commotion, labour disturbances, riot, strike or lockout
 - b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above

provided that this event does not cover

 - a. damage occurring in the Republic of South Africa or Namibia
 - b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured

- c. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation
- d. damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- e. damage caused by or related to any occurrence referred to in General exception 1(A) (ii), (iii), (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 damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

- 10. Loss or damage caused by deliberate, wilful or wanton acts (malicious damage) but excluding loss or damage
 - a. caused by or arising from housebreaking or theft or attempted theft
 - b. whilst the buildings are vacant.

Limits of indemnity

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.

Extensions and clauses		Limits
2. Loss of money		P3 000
5. Refrigerator or deep freeze contents		P5 000
6. Loss of documents		P5 000
7. Veterinary fees		P2 000
8. Goods in the open		P5 000
10. Locks and keys		P5 000
11. Property of domestic employees		P5 000
12. Personal effects of guests		P5 000
14. Medical expenses		P5 000
15. Fatal injury	- death by accident	P10 000
	- in all not more than	P15 000
	- death by thieves or fire	P5 000
18. Repairs and measures after a loss		
	- temporary repairs and other measures	P10 000
	- emergency accommodation	P10 000
20. Telephones		P2 000

Optional extensions (if stated in the schedule to be included)

1. Accidental damage	- any one event	Per schedule
2. Water leakage	- any one event	P5 000
4. TV equipment maintenance	- any one event	P5 000

Specific condition

If the property insured is, at the commencement of any defined event, collectively of greater value than the sum insured thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item, if more than one, shall be separately subject to this condition.

Specific exceptions

The company shall not be liable for:

1. money or negotiable instruments except as specially mentioned
2. medal, stamp and coin collections except as specially mentioned
3. motor vehicles, trailers, caravans, water craft, aircraft and their accessories, livestock or trade goods of any description
4. property more specifically insured
5. precious metals and stones, jewellery and furs to the extent that their undamaged value exceeds 30 percent of the total sum insured.

We do not pay more than P10,000 for any single item unless you give us a valuation certificate by a professional jeweller or proof of purchase. The certificate must pre-date the loss or damage.

Extensions and clauses

1. Debris removal

The company will pay costs necessarily incurred by the insured with its written consent in removing debris from the residence following a defined event.

2. Loss of money

The company will indemnify the insured for loss of money and negotiable instruments in the residence by any defined event but theft is restricted to forcible and violent entry to or exit from the Building.

3. Mirrors and glass

The company will indemnify the insured for accidental damage to any mirror glass or sheet glass forming part of the contents.

4. Television sets and ancillary equipment

The company will indemnify the insured for accidental damage (other than mechanical or electrical breakdown) to any television set, video recorder, decoder or its aerial in the residence.

5. Refrigerator or deep freeze contents

The company will indemnify the insured for deterioration of foodstuffs contained in any refrigerator/ deep freeze unit in the residence as a result of breakdown, accidental damage or failure of power supply to the unit.

6. Loss of documents

The company will indemnify the insured for loss of or damage to the insured's personal documents caused by a defined event. The company will only be liable for the value of materials and the cost of labour in reinstating the documents or obtaining duplicates and not for the value to the insured of the content or any consequential loss or damages.

7. Veterinary fees

The company will indemnify the insured for veterinary expenses incurred as a result of accidental bodily injury sustained by any domestic animal owned by the insured arising from a road accident.

8. Goods in the open

The company will indemnify the insured for loss of laundry, garden and swimming pool furniture and implements from the grounds of the residence.

9. Household goods in transit

The company will indemnify the insured for damage to property insured caused by

- a. fire, lightning, explosion, collision or overturning of the vehicle
- b. theft or attempted theft provided that goods in an unattended vehicle were concealed as far as possible and entry was visible, forcible and violent

while in transit between the place of purchase, repair or renovation and the insured's residence, for holiday purposes, or following a permanent change of residence.

10. Locks and keys

The company will indemnify the insured for costs necessarily and reasonably incurred following loss or damage to any locks and keys (including cardkeys and remote control devices) for the residence and its outbuildings.

11. Property of domestic employees

The company will indemnify the insured's domestic employees if their household goods and personal effects (excluding money and negotiable instruments) at the insured's residence are lost or damaged by a defined event.

12. Personal effects of guests

The company will indemnify any guests temporarily residing with the insured if their household goods and personal effects (excluding money and negotiable instruments) not otherwise insured are lost or damaged by a defined event.

13. Rent and alternative accommodation

If the private residence becomes uninhabitable because of loss or damage caused by a defined event the company will pay

- a. rent for which the insured are liable
- b. any reasonable additional costs incurred with its consent in providing alternative accommodation for the insured and domestic employees normally resident with the insured

but only for the period necessary for reinstatement and up to 20 percent of the contents sum insured.

14. Medical expenses

The company will pay the costs of medical expenses incurred as a result of accidental bodily injury sustained by any

- a. person other than the insured caused by a domestic animal owned by the insured
- b. guest or visitor arising from any defect in the dwelling
- c. domestic employee in the course of their employment by the insured.

15. Fatal injury

The company will indemnify the insured's personal representative if the insured are injured as a result of an accident, thieves or fire in the building and die within twelve months as a direct result of the injury.

16. Burglar alarm warranty (if stated in the schedule to be applicable)

- a. The alarm system must be fitted and maintained under contract by a contractor approved by the company
- b. There must be a radio link from the system to a fully manned control room with 24-hour immediate armed response
- c. The company will not pay for any burglary whilst the residence is unattended unless the alarm system is fully armed
- d. The company will not pay for any burglary involving the use of keys, duplicate keys or remote control of the system unless these have been obtained from the insured or anyone holding them on the authority of the insured by violence or threat of violence.

17. Inflationary increase

The main sum insured (but not the sum insured on any miscellaneous item) will be automatically increased on the anniversary or renewal date of the policy by a percentage considered by the company to be commensurate with the trend in the rates of inflation. The policy will be endorsed with the new sum insured and the premium charged for the forthcoming period of insurance. This does not relieve the insured of the responsibility to ensure that the sums insured represent the full value of the property insured at all times.

18. Repairs and measures after loss

After loss or damage by any insured event

- a. the insured may, to minimise further loss, undertake temporary repairs and any measures necessary for the safety of the property insured
- b. the company will pay the reasonable costs of
 - i. extinguishing a fire
 - ii. emergency accommodation whilst the property insured is uninhabitable until alternative accommodation can be arranged up to the amounts shown in the limits of indemnity.

19. Stamp and coin collections

- a. Stamp collections
 - i. The company shall only be liable if one or more complete pages are lost or damaged
 - ii. The company shall not be liable for more than two-thirds of the value shown in any current recognised catalogue for any one stamp
- b. Coin collections

The company shall not be liable for

 - i. current coins
 - ii. more than two-thirds of the value shown in any current recognised catalogue for any one coin.

20. Telephones

The company will indemnify the insured for accidental damage including electrical or mechanical breakdown to any telephone or ancillary equipment in the residence provided that

- a. Telkom trade-in regulations shall apply where practicable
- b. lines and extension wires are excluded
- c. cellular telephones are excluded.

Optional extensions (if stated in the schedule to be applicable)

1. Accidental Damage Cover

The company will indemnify the insured up to the limit stated in the schedule for accidental damage to the property insured.

This extension does not cover:

- a. consequential loss of any nature
- b. loss, destruction or damage
 - i. caused by or resulting from
 - 1. wear and tear,
 - 2. depreciation,
 - 3. electrical or mechanical breakdown,
 - 4. rust, mildew, moth, vermin, insects,
 - 5. scratching, denting or chipping,
 - 6. the insured's own domestic pets,
 - 7. any gradually operating cause,
 - 8. any process of dyeing, cleaning or renovating,
 - 9. the action of light or atmospheric conditions,
 - 10. confiscation or detention by any process of law

- ii. to musical instruments by breakage of reeds, skins or strings
- iii. to firearms
- iv. to video or audio tapes cassettes or compact discs
- v. to articles of a fragile nature
- vi. to garden furniture and equipment
- vii. to sporting equipment
- viii. by overwinding of clocks or other mechanical apparatus.

2. Water leakage

The company will indemnify the insured against charges raised by a local authority for water lost through leakage from pipes on the insured's property provided that

- a. the consumption reading must be at least 50 percent more than the average of the previous four readings
- b. the insured take immediate steps to repair the pipe(s) affected on discovery of a leak (by physical evidence or on receipt of an abnormally high water account)

This extension does not cover

- a. the cost of repairs to leaking pipes
- b. more than two separate incidents in any period of twelve months
- c. loss of water
 - i. as a result of leaking taps, water heating apparatus or toilet systems
 - ii. from swimming pool structures or inlet or outlet pipes
 - iii. whilst the property is unoccupied for a period in excess of 60 days.

3. Claim free group protection

Claim free group table 2 does not apply to this section.

4. Television equipment maintenance

The company will indemnify the insured for repairs following electrical or mechanical breakdown to any television set, video recorder, decoder or satellite dish in the residence.

All risks section

Defined events

Accidental loss of or damage (damage) to the property insured being

1. unspecified items (if stated in the schedule to be insured) comprising
 - a. clothing (other than furs)
 - b. personal effects
 - i. normally carried on or designed to be carried on or by a person
 - ii. normally worn or used by a person whilst participating in sport

but excluding items which are to be individually specified such as contact lenses, pedal cycles, cellular telephones, firearms, car sound systems, portable radios, tape decks, compact disc players, pagers, audio or video tapes or compact discs

2. specified items individually stated in the schedule

belonging to the insured or members of the insured's family normally resident with the insured.

For the purposes of this section territorial limit means anywhere in the world, including transit by land, sea or air.

The amount payable in the event of total loss of any article of property insured will be the current replacement cost, but the liability of the company will not exceed the sum insured on any specified item. The insured are to provide satisfactory proof of valuation of the article at the time of loss.

Limits of indemnity

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 events

Limits

- | | |
|--|--------------------|
| 1. Unspecified items – per individual item (other than clothing) | 20% of sum insured |
|--|--------------------|

Extensions and clauses

- | | |
|-------------------------|--------|
| 1. Golfers' hole in one | P2 000 |
| 2. Loss of money | P3 000 |

Specific exceptions

The company shall not be liable for:

1. damage
 - a. to sports equipment (other than golf clubs) whilst in actual use
 - b. to laptop or other personal computers and data media
 - c. arising from detention or confiscation by any process of law
 - d. to property arising from its own mechanical or electrical breakdown
 - e. caused by or arising from
 - i. insects, parasites or vermin
 - ii. wear and tear or gradually operating causes
 - iii. alteration, repair, maintenance, decoration, restoration or renovation
 - iv. any process of cleaning, drying, dyeing or heating
2. the cost of reproducing sounds, data and images on tapes, records, film or magnetic media.

Extensions and clauses

1. Golfers' hole in one

The company will pay the amount stated in the limits of indemnity if the insured scores a hole-in-one playing in an amateur game of golf in terms of the rules at any recognised golf club on written confirmation by the secretary of the club.

2. Loss of money

The company will indemnify the insured up to the amount stated in the Limits of indemnity for loss of money or negotiable instruments.

3. Riot and strike

Damage directly occasioned by or through or in consequence of

- a. civil commotion, labour disturbances, riot, strike or lockout
- b. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (a) above

provided that this event does not cover

- a. damage occurring in the Republic of South Africa or Namibia
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- c. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation
- d. damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- e. damage caused by or related to any occurrence referred to in General exception 1(A) (ii), (iii), (iv), (i) 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 damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

4. Pairs and sets

Where an item consists of articles in a pair or set the company will not pay more than the value of the parts lost or damaged.

5. Pedal cycles

- a. Pedal cycles and accessories left unattended outside the boundary of the residence must be attached by a security device to a permanently fixed structure
- b. The company will not pay for damage to the pedal cycle arising out of racing, pacing and trial runs.

6. Firearms

The company will not pay for damage to firearms caused by rust, corrosion, mechanical defects or internal explosion.

7. Safe deposit

If an item is specified as kept in a safe deposit facility, insurance under this section only applies while the item is contained in such facility.

8. Checking and valuation of Jewellery

It is a condition of this section that every item of jewellery be valued and all settings examined and repaired if necessary by a jeweller every two years.

Computer equipment section

Defined events

Loss of or damage (damage) to the property insured being the electronic data processing equipment or proprietary software listed in the schedule belonging to the insured or members of the insured's family normally resident with the insured anywhere in the world from any cause not excluded by this section.

Basis of indemnification

1. Partial loss

The costs and expenses reasonably and necessarily incurred to restore the damaged property to its working condition immediately before it was damaged provided that

- a. the value of parts that can be used in any way will be deducted
- b. the company will pay the costs of any temporary repairs the insured carries out without its consent in the interests of safety or to minimise further loss of or damage to the property insured. If however these temporary repairs cause additional loss or damage, the consequences including any additional costs will be for the insured's account
- c. where the damage is restricted to a part or parts of an insured item, the company will only be liable for the cost of the part or parts lost or damaged.

2. Total loss

The cost of reinstatement of the property insured to its condition when new provided that

- a. reinstatement shall mean replacement of the item lost or destroyed by new property of equal performance and/or capacity or, if this is impossible, its replacement by new property having the nearest higher performance and/or capacity including any freight, dues and customs duties less the value of any salvage
- b. the sum insured in the schedule is the installed new replacement value of the property insured
- c. reinstatement is carried out without delay and in the most economical manner
- d. the insured must actually reinstate the property insured
- e. if the property insured is not reinstated, the company will indemnify the insured for the actual value of the property insured up to the cost of reinstatement.

Extensions and clauses

1. Reinstatement of data (if stated in the schedule to be included)

The company will indemnify the insured for all costs and expenses necessarily and reasonably incurred in the recompilation of data and/or programmes recorded on data carrying media lost as a result of an accident provided that such costs and expenses are not caused by programme errors, viruses, incorrect entry or the inadvertent cancellation or corruption of data.

2. Limit of liability

The company's liability will not exceed the sums insured stated in the schedule.

3. Application of first amount payable

If more than one item of the property insured is lost or damaged in any one occurrence, the first amount payable shall be limited to the highest single amount applicable to such items in respect of the occurrence.

4. Average

If at the time of damage the cost of replacing the property insured as new is greater than the sum insured the insured will be considered as being their own insurer for the difference and will bear a rateable share of the damage.

5. Riot and strike

Damage directly occasioned by or through or in consequence of

- i. civil commotion, labour disturbances, riot, strike or lockout
- ii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above

provided that this event does not cover

- a. damage occurring in the Republic of South Africa or Namibia
- b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
- c. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation
- d. damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
- e. damage caused by or related to any occurrence referred to in General exception 1(A) (ii), (iii), (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 damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

Specific exceptions

The company shall not be liable for:

1. the costs of any alteration, addition, improvement or overhaul carried out at the time of repair
2. loss or damage
 - a. provided for under any maintenance and/or lease agreement
 - b. caused by wear and tear or gradually operating causes, development of poor contacts or scratching of painted or polished surfaces
3. parts having a short life such as (but not limited to) x-ray tubes bulbs valves fuses or contacts and if such parts are damaged by a defined event the company will indemnify the insured for the residual value of such parts
4. loss of use of the property insured or other consequential loss damage or liability of any nature other than losses specifically provided in this section
5. any loss resulting from theft from any vehicle while left unattended, except theft as a result of visible forcible and violent entry to such vehicle.

General liability section

Defined events

1. Damages which the insured become legally liable to pay compensation for injury or damage which occurs during the period of insurance
2. Emergency medical expenses incurred by the insured on behalf of a potential claimant
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.

Specific definitions

1. Injury means accidental death, bodily injury to or illness of any person.
2. Damage means accidental loss of or damage to 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 insured's family normally resident with the insured and, in the event of the insured's death, the insured's 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	P5 000
Clause 1. Cash and credit cards	P5 000

Specific exceptions

The company will not indemnify the insured in respect of:

1. liability
 - a. arising out of or incidental to the insured's business or profession
 - b. which is or can be insured under any aircraft, watercraft or motor policy, but this exclusion does not apply to motorised garden implements and golf caddie carts
 - c. assumed by the insured by agreement, other than as specifically mentioned in Defined event 3 above, unless such liability would have attached to the insured despite such agreement
2. injury to any person employed by the insured arising out of their employment, except as specifically mentioned in this section.

Memoranda

1. General exception 1 does not apply to this section.
2. General provision E 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 insured's cash or credit cards by any person who is not a member of the insured's 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 Botswana caused by injury or damage occurring on or about the building. Excluding liability arising out of or incidental to the insured's 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 Botswana 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 thereof
- b. accidental breakage of sanitary ware 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 insured's occupation or business.

4. Liability to domestic employees

The company will indemnify the insured against all sums that the insured may become legally liable to pay as a result of bodily injury to the insured's domestic employees arising out of the work they are employed to do. Excluding liability arising out of or incidental to the insured's occupation or business.

5. Worker's Compensation – Domestic Servants

The company will indemnify the insured against all sums for which the insured may be held legally liable for Worker's Compensation in terms of current Botswana Statute Law in respect of domestic employees of the insured.

Motor section

Defined events

1. Comprehensive

a. Own damage

- i. If the vehicle or any part of it is lost or damaged the company will at its choice indemnify the insured by paying for its repair or replacement or the amount of the loss or damage, less the first amount payable. If the vehicle is the subject of a suspensive sale or similar agreement, such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage. The company will also pay the reasonable cost of delivery to the insured, after repair of such loss or damage, not exceeding the reasonable cost of transport to the permanent address of the insured within the territorial limits
- ii. If within 12 months of first registration the vehicle is
 1. stolen or hijacked and not recovered or physically returned to the company, or
 2. damaged and the assessed cost of repairs exceeds 70 percent of the current new retail price including tax the maximum amount payable by the company will be the current purchase price of a new vehicle of the same or a similar model or the limit shown in the schedule whichever is the lower, less the first amount payable.
- iii. If the vehicle is lost or damaged more than 12 months after first registration the maximum amount payable by the company will be the limit shown in the schedule or the reasonable market value of the vehicle at the time of loss or damage whichever is the lower, less the first amount payable.

The company shall not be liable for:

- i. consequential loss
- ii. depreciation, wear and tear, electrical or electronic or mechanical breakdown, failure or breakage
- iii. damage to the engine or tyres unless some other part of the vehicle is damaged at the same time.

b. Liability to third parties

- i. The company will indemnify the insured
 1. for any amount that the insured become legally liable to pay arising from the use of the vehicle in respect of
 - a. injury which shall mean accidental death of or bodily injury to any person
 - b. damage which shall mean accidental loss of or damage to property
 2. for costs and expenses incurred with its written consent
 3. at its discretion, for any costs incurred for representation at any inquest or post-mortem or for defence against any criminal proceedings in a magistrate's court
 4. while driving a vehicle not owned by the insured or being purchased, hired or leased by the insured under an instalment sale or lease agreement but the company shall not be liable for damage to such vehicle
 5. while the vehicle is being used for the purpose of towing (other than for rewards) any other vehicle or trailer (including liability in connection with the towed vehicle or trailer) but the company shall not be liable for damage to the towed vehicle or trailer or to property in or on such vehicle or trailer

- ii. The company will indemnify any person who is driving or using the vehicle with the insured's permission provided such person
 - 1. is not entitled to indemnify under any other policy
 - 2. observes the terms of the policy as far as they can apply
 - 3. has not been refused any motor vehicle insurance

The company shall not be liable for:

- i. injury to any person being carried in
 - 1. a trailer or caravan
 - 2. the unenclosed load carrying section of a light delivery vehicle
- ii. damage to property
 - 1. belonging to or held in trust by or in the custody or control of the insured
 - 2. carried in a trailer or caravan
- iii. any compensation provided or insurable in terms of any motor vehicle insurance legislation
- iv. any claim arising out of contractual liability

2. Third party fire and theft

Cover in terms of Defined event 1.(a) Own damage is restricted to loss or damage resulting from fire, self ignition, lightning, explosion or by theft or attempted theft. The company will not be liable for loss of or damage to any equipment that is not fitted by the manufacturers when new. The company will not pay for loss of or damage to motor vehicle audio equipment of any type.

The following clauses are cancelled:

Extensions and clauses

2. Medical expenses

Claims free groups.

3. Third party only

Cover is restricted to Defined event 1.(b) Liability to third parties.

Specific definitions

- 1. The insured means the person in whose name this policy is issued and spouse.
- 2. Vehicle means
 - a. motor cars and light delivery vehicles with a gross vehicle mass not exceeding 3500 kg
 - b. motorcycles and motor scooters (with or without sidecar)
 - c. caravans and trailers (including permanent fixtures and fittings) without means of self-propulsion, designed to be drawn by a self-propelled vehicle owned by or hired or leased to the insured including any vehicle temporarily used by the insured whilst the insured's vehicle is being overhauled, serviced or repaired.
- 3. Territorial limits means Botswana, the Republic of South Africa, Lesotho, Eswatini, Namibia, Malawi and Zimbabwe.

Limits of indemnity

The limit 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.

Third party liability	- fire and explosion	P1 000 000
	- other	
	- motor cars and light delivery vehicles	P2 000 000
	- motorcycles and motor scooters	P500 000
	- trailers and caravans	P500 000

Extensions and clauses

1.	Wreckage removal	Per schedule
2.	Medical costs	
	- per occupant	P5 000
	- not exceeding in total	P20 000
4.	Locks and keys	P5 000
6.	Audio accessories	
	- any one event	P5 000

Specific memoranda

3. Repairs and measures after a loss
 - a.
 - i. vehicle repairs
 - ii. emergency accommodation - at P800 per night for 2 days provided Bryte has been notified
 - b. tow in costs – electrical or electronic or mechanical breakdown

First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

1. Motor cars and light delivery vehicles:
 - a. Basic
 - b. Additional:
 - i. theft or hijack of the whole vehicle as a unit. "Hijack" will mean the seizing of or exercising of control of the vehicle by threat or force. 10% of gross claim
 - ii. whilst the vehicle is being driven by any person under the age of twenty seven (27) years of who has held a licence to drive for a period of less than two (2) years. 5% of claim minimum P250
 - iii. Voluntary
 - iv. Window glass where no other damage has been caused to the vehicle 25% of claim minimum P450

If more than one motor vehicle is described in the schedule the above provisions will apply as if a separate policy has been issued for each vehicle. The amounts borne by the insured will be the amounts specified above and these amounts will apply independently and be cumulative.

2. Motorcycles and motor scooters
3. Caravans and trailers
4. Car hire

Exclusions

The company will not be liable to pay for loss, damage or injury caused, sustained or incurred

1. outside the territorial limits except for loss of or damage to the vehicle while in transit by sea or air between ports or places within these territories
2. while the vehicle is being driven or used
 - a. other than in accordance with the description of use
 - b. by the insured or any person with the insured's consent who is not licensed to drive the vehicle in terms of legislation applying to the territory in which the vehicle is being used. If a licence is subject to renewal the driver must have held and not be disqualified from holding or obtaining such a licence. This exclusion will not apply if the vehicle is being driven by the insured or any person with the insured's consent while learning to drive and legislation relating to learner drivers is being obeyed
 - c. by the insured while under the influence of intoxicating liquor or drugs or while the concentration of alcohol in the insured's blood exceeds the statutory limit
 - d. by any person, with the insured's consent and knowledge, who the insured knows is under the influence of intoxicating liquor or drugs or while the concentration of alcohol in that person's blood exceeds the statutory limit
 - e. in a condition which does not comply with the provisions and regulations of The Road Traffic Ordinances of Botswana or any similar legislation which applies to the areas referred to above
3. while a light delivery vehicle is being used to carry goods for business or professional purposes.

Other events and items not covered

These exclusions are in addition to the General events and items not covered and apply to the whole of the motor vehicle cover section.

- a. Claims arising from a driver of an insured vehicle deliberately breaking the law.
- b. Failure to obey police instructions at the scene of a motor accident.
- c. Failure to produce specimen upon being requested to produce i.e. blood, urine and/or breath for the purpose of testing alcohol or drug abuse at the time of the accident.
- d. Failure to remain at the accident scene (hit and run and/or failing to remain at the scene until the police arrive). That Bryte will not undertake to honour a claim of any insured who for purpose of due process, does not cooperate with relevant authority.
- e. failure to report the accident to the authorities within 8 hours.

It shall at all material times be the responsibility and obligation of the insured that all motor vehicle drivers shall cooperate with the police to produce proof sufficient enough to enable the cause of a motor accident.

The claim shall be invalidated with evidence from Botswana Police Services or other relevant authority that enforce the law and in particular the Road Traffic Act.

Extensions and clauses

1. Wreckage removal

The company will pay the reasonable cost of recovery, protection and removal of debris and wreckage of the vehicle to the nearest repairer following a defined event.

2. Medical expenses

If any occupant of the vehicle sustains bodily injury as a direct result of an accident the company will pay the medical expenses in connection with the injury less amounts recoverable in terms of any compulsory motor vehicle insurance act or compulsory occupational illness or disability act or Worker's compensation legislation.

3. Window glass

Where there has been no other damage to the vehicle the company will pay for damage to window glass (including a sunroof) of the vehicle without alteration of the claim free group. The insured will be responsible for the first amount payable as stated but if the glass is repaired, the insured will not have to pay this amount.

4. Locks and keys

The company will indemnify the insured for costs necessarily and reasonably incurred following loss of or damage to locks and keys (including cardkeys and remote control devices) for the vehicle. Payment will be made without alteration of the claim free group or application of an excess.

5. Parts or accessories not readily available

If any part or accessory needed to repair the vehicle is not available in Botswana or in the Republic of South Africa as a standard ready manufactured article the most the company will pay is the sum equalling the value of the part at the time of loss or damage. In no case will the company pay more than the manufacturer's listed price.

6. Audio accessories

The company will not pay more than the limit stated (after deduction of any first amount payable) for fitted accessories in the form of car radios, tape players, record players, compact disc players and the like unless such equipment is specified and any additional premium is paid.

7. Non-political riot and strike extension (if stated in the schedule to be included)

Subject otherwise to the terms, conditions, exclusions, exceptions and warranties contained therein, this section is extended to cover damage directly occasioned by or through or in consequence of

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1 above,

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia in respect of movable and immovable assets registered in the Republic of South Africa and Namibia.
2. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured.
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation.
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
5. loss or damage related to or caused by any occurrence referred to in General exception 1(a) (ii), (iii), (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.

General exceptions

1. this policy does not cover 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 foregoing.
 - ii. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war.
 - iii. 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 or

2. 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 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

8. Tracking Device warranty

The schedule will show if you have a tracking device installed or if we require a tracking device in the vehicle. If you have this system, you warrant that:

1. The tracking device is installed in the vehicle;
2. The tracking device is in working order and activated;
3. You have a valid contract between you and the supplier for the tracking device in the vehicle, and that the fees are paid on time;
4. The tracking device is tested once in every six months or is self-testing. If you do not comply with this warranty, we have the right to reject your theft, hijacking or attempted theft or hijacking claim.
5. The premium subscription for the tracking device should be fully paid and tracking device active at the time of loss. Bryte may reject the theft, hijack or attempted theft / hijack claim if the device was not active at the time of loss.

Description of use

Class of use A

Social domestic and pleasure purposes including travel to and from place of business of profession without any business calls on the journey

excluding –

hiring or carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, selling insurance, driving instruction for reward, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

Class of use B

Social domestic pleasure business and professional purposes excluding –

hiring or carriage of passengers for hire or fair-paying passengers, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

Class of use C

Social domestic and pleasure purposes only excluding –

business or professional use of any nature, hiring or carriage of passengers for hire or carriage of fare-paying passengers, commercial travelling, selling insurance, driving instruction for reward, racing, speed or other contests, rallies, trials or any purpose in connection with the motor trade.

Notwithstanding anything stated above the term “motor trade” will not invalidate cover while the vehicle is in the custody or control of a member of the motor trade for the purpose of being overhauled, serviced or repaired.

Specific memoranda

1. The insured will advise the company in writing immediately the insured are aware
 - a. that the insured's driver's licence or that of the insured's authorised driver is endorsed suspended or cancelled
 - b. of the insured or the insured's authorised driver being charged or convicted of negligent, reckless or improper driving.
2. If more than one vehicle is insured by this policy the claim free groups will be applied as if a separate policy had been issued for each vehicle.
3. Repairs and measures after loss (only applicable to Defined event 1. (a) Own damage)
 - a. After loss or damage by any insured event
 - i. the insured may authorise repairs to the vehicle, provided an invoice is obtained and forwarded to the company without delay
 - ii. the company will pay the reasonable costs of emergency accommodation whilst the vehicle is being repaired following an accident or breakdown
 - b. The company will also pay the reasonable costs of towing in the vehicle following electrical or electronic or mechanical breakdown up to the amounts shown in the limits of indemnity.

Optional limitations and extensions (if stated in the schedule to be applicable)

1. Credit shortfall

If the vehicle is irreparably damaged or stolen and not recovered within a reasonable period and the reasonable market value on the date of such damage or theft is less than the amount the insured owes under a valid instalment sale or leasing agreement, the company will make good the difference between the reasonable market value and the amount owed under such instalment sale or leasing agreement, less any

- a. payments and/or any interest in arrears on the date of the damage or theft
- b. discount in respect of finance charges and/or interest for the unexpired term of such instalment sale or leasing agreement on the date of the damage or theft
- c. monthly or interim payment which on the date of damage or theft has not been made solely because such payment in terms of the condition of the particular agreement has not actually become due
- d. other amounts refundable to the insured.

2. Car Hire

If the vehicle (excluding light delivery vehicles, motorcycles, motor scooters, caravans or trailers) is

- a. stolen or
- b. written off (total loss)

the company will pay the car hire charges levied by the service provider for the hire of a medium category motor car (that is not exceeding 1600 cm³ engine capacity) on an unlimited mileage basis but excluding the cost of fuel or lubricants

Provided that

- a. the order for the hire of the motor car from the service provider will be authorised by the company
- b. the period of the hire will in respect of
 - i. theft of the vehicle
 1. commence no later than 21 days following the date of theft
 2. terminate on the day following the repossession of the motor car by the insured after any repairs necessitated as a result of its theft have been effected or 30 days after commencement of the period of hire whichever is the sooner

- ii. write-off (total loss) of the vehicle
 - 1. commence no later than 21 days following the classification of the vehicle as a write-off
 - 2. terminate on the day the company discharges its liability as a write-off or 30 days after the commencement of the period of hire whichever is sooner
- c. in the event of any occurrence giving rise to a claim on the hired motor car during the period of hire the insured will be responsible for the first amount payable and this amount will be payable to the service provider.

3. Claim free group protection

The claim free group table does not apply to this section.

4. Insured only driver

For the purposes of this section “the insured” means the insured named in the schedule and any references to the insured’s spouse, the insured’s family, the insured’s authorised driver or any other driver driving with the insured’s permission are deleted.

5. Insured and family only drivers

For the purposes of this section “the insured” includes the insured’s spouse and any member of the insured’s family permanently living with the insured and any references to the insured’s authorised driver or any other driver driving with the insured’s permission are deleted.

6. Medical expenses deleted

Medical expenses is deleted.

7. Passenger liability excluded

The company will not pay for injury to any person who at the time of the accident is being conveyed in, or is mounting or alighting from, the vehicle.

8. Specified accessories

Payment of any claim for loss of or damage to specified accessories will be made without deduction of any first amount payable and will not constitute a claim in terms of the table of claim free groups.

Personal accident section

Defined events

1. Injury which shall mean bodily injury caused by accidental violent external and visible means and which
 - a. directly and independently of all other causes results in death or disability within 24 calendar months
 - b. includes injury caused by exposure, starvation and thirst

Specific definitions

1. Insured person means any person named in the personal accident section of the schedule.
2. Temporary total disability means total inability to attend to usual occupation or profession for longer than the period stated in the schedule.
3. Medical expenses means all expenses incurred for artificial aids or prostheses, medical, surgical, dental, nursing home or hospital treatment (including costs of emergency transportation or freeing of an insured person if trapped and their removal to a place of safety) resulting from injury.

Benefit payable

1. In the event of injury to any insured person the company will pay the percentage of compensation as stated in the table of benefits to the insured person or their estate.
2. The company will not be liable to pay more than the death or permanent disability benefit (whichever is the higher) plus any temporary total disability and medical expenses benefit.
3. The company will pay the death benefit if an insured person disappears and after a year there is satisfactory evidence to presume that death as a result of injury has occurred. If it is later found that death has not occurred and the insured person is found to be living any amount paid by the company must be refunded.
4. In the event of death of an insured person under 15 years of age the company will not pay more than the reasonable cost of funeral expenses.

Specific exceptions

The company will not be liable to pay benefit in respect of

1. injury
 - a. arising after the insured person attains the age of 70 unless agreed to in writing by the company and stated in the schedule
 - b. caused by an insured person being insane or under the influence of drink or drugs (unless prescribed by and taken in accordance with the directions of or administered by a member of the medical profession other than themselves), committing suicide or any act of intentional self injury, or intentional self-exposure to unnecessary danger
 - c. arising whilst the insured person is
 - i. travelling by air except as a passenger in any aircraft fully licensed for the carriage of passengers provided that the insured person is not acting as a member of the aircraft crew nor flying for the purpose of any trade or technical operation connected with the aircraft in which they are travelling
 - ii. engaging in
 1. motor cycling (whether as driver or passenger)
 2. racing of any kind involving the use of any power driven vehicle, vessel, aircraft or pedal cycle
 3. steeple chasing, polo, winter sports (involving snow or ice), mountaineering necessitating the use of ropes

4. professional football, professional rugby football, big game hunting, hang-gliding
 5. any sport or pastime involving exceptional risk of accident
2. temporary total disability exceeding the maximum period stated in the schedule.

Table of benefits

Description of injury		Percentage of compensation
1.	Death	100
2.	Permanent disability	
a.	Loss by physical separation at or above the wrist or ankle of one or more limbs	100
b.	The complete and irrecoverable loss of sight in one or both eyes	100
c.	Total paralysis	100
d.	Any other injury causing permanent disability	100
e.	Loss of four fingers	70
f.	Loss of thumb	
	- both phalanxes	25
	- one phalanx	10
g.	Loss of index finger	
	- three phalanxes	10
	- two phalanxes	8
	- one phalanx	4
h.	Loss of middle finger	
	- three phalanxes	6
	- two phalanxes	4
	- one phalanx	2
i.	Loss of ring finger	
	- three phalanxes	5
	- two phalanxes	4
	- one phalanx	2
j.	Loss of little finger	
	- three phalanxes	4
	- two phalanxes	3
	- one phalanx	2
k.	Loss of metacarpals	
	- first or second (additional)	3
	- third, fourth or fifth (additional)	2
l.	Loss of toes	
	- all	30
	- great - both phalanxes	5
	- one phalanx	2
	- other than great - each toe lost	1
m.	Loss of hearing	
	- both ears	80
	- one ear	20
Permanent total loss of use of a body part shall be treated as loss of such part.		
Where the injury is not specified, the company will adopt a percentage of disability which in its opinion is not inconsistent with the above.		
3.	Temporary total disability	100
4.	Medical expenses	100

Memoranda

1. General exception 1 is deleted and restated as:

This section excludes injury directly or indirectly caused by or related to or in consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

2. General condition 2 does not apply to this section.

Special condition

In respect of any claim the insured person will as often as required by the company submit to medical examination at its expense. The company will in the case of death be entitled to call for a post-mortem.

Pleasurecraft section

Specific definitions

1. Vessel means the vessel named in the schedule comprising the hull, superstructure, fittings, electrical machinery, engines, inboard motors, dinghies, gear and equipment (not electronic equipment) such as would normally be sold with the vessel as one unit.

Outboard motors, tenders, launching dollies/trolleys and trailers and any radios, echo-sounders and similar type navigation and/or navigational and/or electronic equipment, any covers and safety equipment are not included unless separately declared and valued in the schedule or by endorsement.
2. Complete vessel means the hull, superstructure, fittings, machinery, engines, motors, dinghy, gear and any radar and equipment as would normally be sold as one unit.
3. Private residence means the insured's permanent home including all land within its boundaries.
4. Replacement value of the vessel means the
 - a. new replacement cost where the vessel is less than 3 years in age
 - b. reasonable market value where the vessel is older than 3 years.
5. In commission means the period when the vessel is available for immediate use.
6. Semi-rigid vessel means a vessel using pontoons, made of rubber or other material, which are inflated under pressure with a rigid hull.

Subsection 1 – Loss of or damage to the vessel Indemnity to the insured

1. The company will by payment or at its choice by repair or replacement indemnify the insured in respect of damage caused by a defined event. Repair or replacement shall be as close to the original specification as possible but the company shall not be expected to achieve an exact restoration.
2. The company's maximum liability is the sum insured stated in the schedule or the replacement value of the vessel at the time of such loss or damage, whichever is the lower.
3. If the sum insured on the vessel is less than her replacement value at the time of damage the insured will be considered as being their own insurer for the difference and will bear a rateable proportion of the loss.

Defined events

Damage to the vessel caused by external accidental means, including

1. Perils of the seas, rivers, lakes or other navigable waters
2. Fire
3. Jettison
4. Piracy
5. Collision with dock or harbour equipment or installation, land conveyance, aircraft and other aerial devices or articles dropped from them
6. Earthquake
7. Lightning
8. Accidents in loading discharging or moving stores, gear, equipment or machinery
9. Explosion
10. Theft of
 - a. the vessel
 - b. outboard motor provided it is securely locked to the vessel by an anti-theft device in addition to its normal method of attachment

- c. machinery including outboard motors gear or equipment following upon forcible and violent entry into or exit from the vessel or place of storage or repair
- d. the trailer whilst parked without the vessel
- 11. Loss of or damage to the vessel excluding electrical equipment, batteries and connections, motors and connections (but not strut shaft or propeller), caused by:
 - a. latent defects in hull or machinery
 - b. breakage of shafts or bursting of boilers (excluding the cost and expense of replacing or repairing the broken shaft or boiler)
 - c. the negligence of any person whatsoever but excluding the cost of repairing any defect resulting from either negligence or breach of contract in respect of any repair or alteration work
- 12. The cost of sighting the bottom after a grounding if reasonably incurred for that purpose even if no damage be found
- 13. Loss of or damage to personal effects in the event of the vessel being stranded, sunk, burned or in a collision
- 14. Damage directly occasioned by or through or in consequence of
 - i. civil commotion, labour disturbances, riot, strike or lockout
 - ii. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrences referred to in (i) above

provided that this event does not cover

 - a. damage occurring in the Republic of South Africa or Namibia
 - b. consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured
 - c. damage caused by total or partial cessation of work, or the retarding, interruption or cessation of any process or operation
 - d. damage caused by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority
 - e. damage caused by or related to any occurrence referred to in General exception 1(A) (ii), (iii), (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 damage is not covered by reason of proviso (a), (b), (c), (d) or (e) of this event, the burden of proving the contrary shall rest on the insured.

Specific exceptions to subsection

The company will not be liable for:

- 1. theft of the complete vessel whilst left unattended at any time unless the vessel is:
 - a. within the walled and securely locked confines of the insured's residence, or at a recognised place of repair or service, and theft is accompanied by visible forcible and violent entry or exit, unless the company has agreed in writing to the contrary
 - b. at a recognised marina
- 2. loss or damage resulting from lack of reasonable precautions on the insured's part
- 3. any costs and expensed incurred as a result of
 - a. wear and tear
 - b. depreciation
 - c. deterioration from use
 - d. electrical or mechanical or electronic breakdown which shall include breakdown caused by the intake of foreign matter into the cooling system

- e. loss of use of any description
- 4. loss of or damage to sails or protective covers split by the wind or blown away while set unless caused by damage to the spars or by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water
- 5. loss of or damage to sails, masts, spars, standing or running rigging whilst the vessel is racing unless caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any external substance (ice included) other than water
- 6. the cost of replacing or repairing any part condemned solely because of a fault in design or construction or any cost or expense incurred by reason of betterment or alteration in design or construction
- 7. damage to
 - a. personal effects, consumable stores, fishing gear, scuba and/or diving gear
 - b. moorings
 - c. any other equipment not specified in the schedule
- 8. theft of the complete vessel from a boat dealer's premises if left there for sale
- 9. the vessel's dinghy not permanently marked with the name of the vessel
- 10. damage caused
 - a. by the vessel being stranded, sunk, swamped, immersed or breaking adrift while left moored or anchored unattended off an exposed beach or shore or river bank
 - b. while the vessel is being used otherwise than in accordance with the description of use
- 11. water-skis, ropes and all similar sporting equipment whilst being used or left unattended during use
- 12. glitter or graded colour finish of any kind where damage requires a colour match re-spray and/or repaint
- 13. sheathing or repairs thereto unless damage has been caused by the vessel being stranded, sunk, burnt, on fire or in collision or contact with any substance (ice included) other than water
- 14. damage by fire or explosion to a vessel fitted with inboard machinery, unless the vessel is equipped with adequate hand held fire extinguishers
- 15. damage to outboard motors caused by dropping off or falling overboard unless the motors are bolted or chained to a permanent fixture in the hull
- 16. damage to Rubberducks and/or Jetskis (Wetbikes)
- 17. sailboards:
 - the company will not pay for damage
 - a. caused by Wave Jumpers, Trickboards or similar varieties
 - b. to or disappearance of sails and/or other parts whilst carried on a roof rack or roof of any vehicle or on a trailer when left unattended in the open
 - c. occurring due to the roof rack coming adrift from the vehicle or the method of fastening breaking or coming undone
 - d. to mast wishbone or sails during use
- 18. semi-rigid vessels: the company will not
 - a. pay more than the cost of patching or repair of a tear or ripping of the fabric of pontoons
 - b. provide submerged objects coverto any semi-rigid vessel under any circumstances.

Subsection 2 – Liability

The company will indemnify the insured

1. for any damages including costs and expenses that the insured become legally liable to pay arising from the use of the vessel in respect of
 - a. injury
 - b. damage
 - c. the cost of any actual or attempted raising removal or destruction of the wreck of the craft or any neglect or failure to do so
2. for any legal costs incurred with its written consent for representation at any coroner's inquest or fatal accident enquiry or for contesting liability or taking proceedings

Special extension to subsection 2

Water skiers' extension (if stated in the schedule to be applicable)

Specific exception 1(d) of this subsection is deleted in respect of water skiers only. In addition the company will, subject to the limitations of this subsection, pay for legal liabilities incurred by water skiers.

Subsection 3 – General

Description of use

Vessel used solely for private domestic and pleasure purposes excluding –

hiring or carriage of passengers for hire or fare-paying passengers, racing speed or other contests rallies or trials.

Limits of indemnity

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.

Subsection 2 – Liability

Semi-rigid vessel	limit any one occurrence –	P100 000
Sailboard		
All other vessels	limit any one occurrence –	P100 000
limit any one occurrence –		Per schedule

Subsection 3 – General

Clauses: 3. Medical expenses	– per occupant	P2 000
	– not exceeding in total	P10 000

First amounts payable

The insured will be responsible for the amounts as stated in this table in respect of each and every claim arising out of any one occurrence or series of occurrences with one original cause or source during any one period of insurance. This table must be read in conjunction with the relevant clauses in this section.

1. Basic	Per schedule
2. Additional	
a. Use of the vessel on the sea	P250
b. Voluntary	Per schedule
3. Optional Extensions	
3. Submerged objects cover	10% of claim

Cruising range

1. Inland waters only situated anywhere within Botswana.
2. As above, including coastal waters subject to a maximum of 80 kilometres from the coastline.

Clauses

1. Replacement of gear and equipment

The company may make deductions on account of new material replacing old following loss of or damage to sails, masts, spars, standing and running rigging, protective covers, batteries and outboard motors. No settlement will however exceed the values declared in the schedule.

2. Pollution

Where the vessel is damaged by a defined event and subsequently becomes a pollution hazard or threat the company will pay for any loss or damage to the vessel caused by any government authority acting to prevent or minimise such pollution hazard or threat.

3. Medical expenses

If the insured sustain injury as a result of the vessel sinking or being in collision with any external object other than water the company will pay the medical expenses in connection with such injury in respect of each person injured.

4. Duties as owner

The insured, the insured's servants, the insured's agents and all users of the vessel will

- a. take all reasonable steps to maintain the vessel, outboard motors, trailers and other insured property in a proper state of repair, seaworthiness and roadworthiness
- b. exercise all due care and diligence in the crewing of the vessel
- c. do everything reasonably possible to minimise or avert loss or damage. The company will pay for all charges and expenses reasonably and necessarily incurred by the insured in complying with this clause, provided this does not increase its maximum liability.

5. Surveys

When the age of the vessel exceeds 10 years the company will required to see a copy of an up-to-date independent professional survey report. The survey will be undertaken while the vessel is out of the water and at the insured's own expense. The company may request subsequent survey reports at its discretion.

6. Launching through surf

When the vessel is being launched through the surf it will be fitted with at least two motors in workable and readily usable condition.

7. Breach of law and regulation

The insured will not use the vessel, nor will the insured allow or cause it to be used, in contravention of any law or regulation promulgated by any authority, in so far as they relate to pleasurecraft.

8. Repairs and tenders

The company will have the right to nominate the place of repair or repairing firm and may also take tenders or may require tenders to be taken for the repair of the vessel. Any additional expenses arising from compliance with its requirements will be refunded to the insured.

9. Constructive total loss

In ascertaining whether the vessel is a constructive total loss the replacement value will be taken as the repaired value and the damage or break-up value of the vessel or wreck will not be taken into account. No claim for constructive total loss based on the costs of recovery and/or repair of the vessels will be recoverable unless such cost would exceed the replacement value.

10. Unrepaired damage

In no case will the company be liable for unrepaired damage along with a subsequent total loss.

Optional extensions (if stated in the schedule to be applicable)

1. Road or rail transit

Loss of or damage to the vessel including loading and unloading while being transported by road or rail within the territorial limits provided that the vessel is conveyed on a purpose-built, properly constructed roadworthy trailer and is adequately and properly secured to the trailer. The company will not pay for scratching, bruising and or denting and the cost of subsequent repairs or refinishing. This extension includes road accident damage to the trailer whilst being towed with or without the vessel.

2. Racing risk (sailing vessel)

The company will indemnify the insured in respect of loss of or damage to sails, masts, spars, standing and running rigging whilst racing; but its liability will be two-thirds of the costs of repair or replacement up to a maximum of two-thirds of the sum insured specified in the schedule.

3. Submerged objects cover

This section includes loss of or damage to rudder propeller, strut, shaft, motor, electrical machinery or batteries and their connections caused by a collision with a submerged object.

The company will not indemnify the insured in respect of loss of or damage caused by

- a. the vessel racing or participating in speed tests or any trials
- b. the intake of foreign matter into the cooling system of the machinery, engines or motor.

Extended liability section

Defined events

1. The insured's legal liability to pay compensation for injury or damage occurring anywhere in the world, to the extent that
 - a. the insured's liability is
 - i. not insurable in terms of the insuring clause, insured events or defined events or
 - ii. excluded byany underlying insurance
 - b. the amount of the insured's liability exceeds the limit of the underlying insurance, and the underlying insurer has paid or admitted liability or been held liable to pay up to the full amount of that limit; which, for the purposes of this section, shall be not less than P1 000 000 but P500 000 in respect of motorcycles, motor scooters, caravans, trailers and pleasurecraft (vessels).

Specific definitions

1. The specific definitions in the General liability section apply to this section.
2. Underlying insurance means an existing insurance policy in force with
 - a. a Botswana or a South African insurer covering one or more of the insured's:
 - i. personal
 - ii. homeowners'
 - iii. tenants'
 - iv. motor
 - v. watercraftliabilities and, in addition,
 - b. any other insurer world-wide covering motor, watercraft or homeowners' liabilities where it has been necessary for the insured to purchase local indemnity.

Indemnity to the insured

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
 - a. costs and expenses
 - i. recoverable by any claimant from the insured
 - ii. incurred with its written consent
 - b. the limit of the underlying insurance.
3. The company may in respect of any occurrence pay to the insured the maximum 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.

Specific exceptions

The company will not indemnify the insured in respect of

1. any judgement, award, payment or settlement made within countries which operate under the laws of the United States of America or Canada; nor any order made anywhere in the world to enforce such judgement, award or settlement either in whole or in part

2. liability
 - a. arising out of
 - i. 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
 - ii. the letting or hiring out of any moveable or immoveable property (other than residential property in Botswana) or part thereof for a fee, reward or any other consideration
 - iii. the insured's reckless disregard of the possible consequences of the insured's acts or omissions
 - iv. damage to the extent that this liability is covered by any other insurance policy
 - v. the ownership or use of any aircraft other than model aircraft and hang gliders
 - vi. any dishonest, fraudulent or malicious act, or acts of physical assault or seduction committed by the insured
 - vii. any fine, penalty, multiple, punitive or exemplary damages
 - viii. any 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
 - ix. the purchase, sale, barter or exchange of any property moveable or immoveable or the insured's failure to comply with any related obligations
 - x. any condition directly or indirectly caused by or associated with human immune virus (HIV) or its mutants, derivatives or variations or in any way related to acquired human immune deficiency syndrome or any syndrome or condition of a similar kind howsoever it shall be named
 - b. of one insured to another: and this exclusion applies to any person no longer part of the insured, in respect of any occurrence while that person was still part of the insured
 - c. which is the subject of any statutory or similar legislation controlling the use of motor vehicles or trailers and in respect of which
 - i. the insured are compelled to purchase insurance or furnish security, or
 - ii. the state or other governmental body has accepted liability
3. any claim in respect of motor liability unless such liability is indemnifiable by any of the underlying insurance's, other than a claim excluded solely by reason of any territorial restrictions
4. any claim in respect of watercraft liability
 - a. unless such liability is indemnifiable by any of the underlying insurance's, other than a claim excluded solely by reason of any territorial restrictions
 - b. where the overall length of the vessel exceeds 6,7 metres
5. damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the insured's care, custody or control
6. any debt
7. the failure to pay maintenance or alimony or any amounts following a breach of promise.

Specific conditions

1. The insured must at the time of the occurrence have an underlying insurance in force which substantially provides cover for the type of indemnity required, and have complied with all the conditions of that insurance.
2. In respect of any occurrence not covered at least in part by an underlying insurance, the company will have full discretion in the conduct of any proceedings and in the settlement of any claim.

3. No admission, offer, promise or payment in relation to a claim under this section may be made or given by the insured or on the insured's behalf without the company's written consent. The insured will take all reasonable steps to ensure that the underlying insurers comply with this condition and co-operate with the company in the defence and settlement of any claim which is indemnifiable by both an underlying insurance and this policy, and in the exercise of any subrogation rights. The costs incurred in exercising these rights and any amounts recovered shall be apportioned to each party in accordance with the sums paid or payable under the respective policies.
4. General condition 2 and General provision E do not apply to this section.

Notice supplied in addition to the Statutory Notice supplied with this Policy

Insurance policies are legal contracts entered into between the Insurance Company (we/us) and the Insured (you/your). The Intermediary (broker) used by you, as your agent, is obliged to bring to your attention all aspects of the insurance policy that affect the coverage purchased, both the positive and negative aspects.

Definitions

To assist all concerned, and in particular you, we have produced/reproduced various definitions utilised by us that could affect you in your understanding of the cover provided by this Policy in the General Definitions Section of the Policy.

These definitions are not a comprehensive list of all those used in this Policy, but we believe that they are of such a nature that we should bring them to your specific attention.

There are other definitions used in this Policy but we are confident that the broker is fully aware of definitions used in the Republic of Botswana Business insurance market upon which this Policy has been based.

These definitions do not necessarily appear in this Policy in the same order as they are listed.

Should you require any additional information, or explanation, as to the application of these definitions, or any aspect of this Policy, it is recommended that you contact the broker that arranged this Policy on your behalf.

However, we are always available to assist you should the need arise.



Contact

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