

COVER PROVIDED

1. UMBRELLA LIABILITY

The Insurers will indemnify the Insured up to the Limit of Indemnity stated in the Schedule for damages which the Insured becomes legally liable to pay in accordance with the law of any country (but not in respect of any judgement, award, payment or settlement made within countries which operate under the laws of North America), arising from an occurrence anywhere in the world during the Period of Insurance to the extent that:

- (i) such liability is not indemnifiable in terms of the Insuring Clause and/or Insurable Events Clause and/or Operative Clause of any Underlying Insurance; or
- (ii) such liability is not indemnifiable by reason of Exclusion in any Underlying Insurance; or
- (iii) the amount of such liability exceeds the Limit of the Underlying Insurance and the Underlying Insurer has paid or has admitted liability or has been held liable to pay the full amount of such Limit.

DEFINITIONS

1. "Underlying Insurance" means an existing insurance policy, as stated in the schedule, in force with:

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

but not an insurance policy in respect of any motor vehicle hired, leased or owned by the Insured or any watercraft or property owned by the Insured, outside The Republic of South Africa, Lesotho, Swaziland, Mozambique, Zimbabwe, Botswana, Namibia, Zambia and Malawi.

2. North America

The United States of America (being the fifty states of the union plus the district of Columbia), Canada and any territory operating under the laws of or subject to the jurisdiction of courts of the afore-mentioned territories.

1. COSTS AND EXPENSES

The Limit of Indemnity includes all legal costs and expenses:

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

EXCLUSIONS

No indemnity is granted by this Policy against liability:-

1. arising out of and in the course of the Insured's employment, business or profession including but not limited to the sale of any goods or the rendering of any services for a fee, reward or any other consideration
2. arising out of the letting and/or hiring out of;
 - 2.1 any movable property
 - 2.2 immovable property or part thereof for a fee, reward or any other consideration unless such liability is indemnifiable by any of the Underlying Insurances
3. the first R10 000 of any claim in relation to property hired, leased or borrowed by the Insured
4. arising out of the reckless disregard by the Insured of the possible consequences of his acts or omissions
5. (i) of one Insured to another
 - (ii) to any former Insured in respect of any occurrence during any period when such former Insured was an Insured
6. arising out of loss of or damage to property to the extent that such liability is indemnifiable under any other insurance policy
7. arising out of the ownership or use of any aircraft other than model aircraft and hang gliders
8. except for so much of any compensation payable in respect of liability for death of or bodily injury to persons being carried in or upon or getting into or alighting from a vehicle, for injury which –
 - 8.1 is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
 - 8.2 is the subject of legislation controlling the use of motor vehicles or trailers and in respect of which liability –
 - (i) the insured is compelled to effect insurance or otherwise furnish security, or
 - (ii) the State or other governmental authority has accepted responsibility, or
 - 8.3 is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the injury of another person as a result of the driving of a motor vehicle.

This exclusion shall apply notwithstanding that no insurance under such legislation is in force or has been effected, or that compensation is not paid for any reason whatsoever.

9. for Motor Balance of Third Party liability unless such liability is in excess of the Scheduled Underlying Insurance and is indemnifiable thereby.
10. for any claim in respect of Watercraft Liability:
 - (i) unless such liability is indemnifiable by any of the Underlying Insurances, other than any claim excluded solely by reason of any territorial restriction
 - (ii) where the overall length of the watercraft exceeds 15 metres
11. for loss of or damage to any self-propelled land vehicle, trailer, caravan, watercraft or aircraft in the Insured's care, custody or control
12. arising out of any dishonest, fraudulent or malicious act of the Insured or acts of physical assault or seduction committed by the Insured
13. for payment of any fine, penalty, multiple, punitive or exemplary damages or arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that it can be proved that liability would have attached in the absence of such clauses or warranties
14. for any debt
15. for the failure to pay maintenance or alimony or any amounts following a breach of promise
16. arising out of the purchase, sale, barter or exchange of any property movable or immovable or the failure of the Insured to comply with any obligations in relation thereto
17. for the first R5 000 of any claim arising from the suspension or termination of employment of any domestic servant
18. arising out of any condition directly or indirectly caused by or associated with Human Immune Virus (HIV) or the mutants, derivatives or Variations thereof or in any way related to Acquired Immune Deficiency Syndrome or any Syndrome or condition of a similar kind Howsoever it shall be named
19. for loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss;

19.1 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power, mutiny, military rising, martial law, state of siege or any other event which determines the proclamation or maintenance of martial law or state of siege.

19.2 any act of terrorism
For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisations(s) or governments(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

19.3 loss, damage, cost or expense of whatever nature directly or indirectly caused by, resulting from or in connection with any action in controlling, preventing, suppressing or in any way relating to 19.1 or 19.2 above.

If the Insurer alleges that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Insurance, the burden of proving the contrary shall be upon the Insured.

20. (i) for 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) 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 purposes of the Exclusion only combustion shall include any self-sustaining process of nuclear fission.

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.

CONDITIONS

1. The indemnity granted by this Policy is conditional upon there being in force at the time of the occurrence an Underlying Insurance policy which substantially provides cover for the type of liability for which indemnity is sought hereunder and upon the Insured not being in breach of the condition of such an Underlying Insurance.
2. This Policy will be governed by the laws of the Republic of South Africa whose courts shall have exclusive jurisdiction in any dispute between the Insurers and the Insured.

3. Written notice should be given to Insurers as soon as possible of any event that may give rise to a claim under this Policy and the Insured shall furnish such further information as Insurers may reasonably require. Every claim, writ, summons or process and all related documents must be forwarded to Insurers as soon as possible.

Inadvertent failure to give notice as aforesaid because the Insured could not reasonably have anticipated that the event would give rise to a claim under this Policy will not be construed as a breach of this condition.

4. In respect of any claim not covered at least in part by an Underlying Insurance, Insurers may take over and conduct in the name of the Insured the defence or settlement of any claim or prosecute in the name of the Insured for their own benefit and will have full discretion in the conduct of any proceedings and in the settlement of any claim. The Insured will give all necessary information and assistance as may be required by Insurers.
5. If the indemnity granted by this Policy is covered by any other liability insurance the insurers will not pay more than their rateable proportion.
6. If any claim under this Policy is in any respect fraudulent all benefit under this Policy in respect of such claim shall be forfeited.
7. This policy may be cancelled by either the Insurers or the Insured by the giving of 30 days written notice of such cancellation, provided that if the premium is paid monthly and if the premium is not paid to Insurers within 7 days after it became due the policy may be deemed to have been cancelled midnight on the last day of the month for which premium was paid unless the Insured can show that failure to make payment was an error on the part of his bank or other payment agent.
8. Payments under this Policy shall be payable in the Republic of South Africa in the currency of the Republic of South Africa.
9. The due observance and fulfilment of all provisions in the Policy that require anything to be done or complied with by the Insured is precedent to any liability of the Insurers in respect of any occurrence for which the Insured makes a claim under this Policy.
10. The Insurers may in the case of any occurrence pay to the Insured the maximum indemnity limit (but deducting any sum or sums already paid) or any lesser sum for which the claim or claims can be settled and the Insurers shall thereafter be under no further liability in respect of such occurrence.

11. No admission, offer, promise or payment in relation to a claim under this Policy may be made or given by or on behalf of the Insured without the written consent of Insurers. The Insured will take all reasonable steps to ensure that the Underlying Insurers will comply with this condition and co-operate with Insurers in the defence and settlement of any claim which is indemnifiable both by an Underlying Insurance and this Policy, and in the exercise of any subrogation rights. The costs incurred in exercising such rights and any amounts recovered shall be apportioned to each party according to the sums paid or payable under the respective policies.

12. Premium is payable before the inception date or renewal date as the case may be. The Insurers shall not be obliged to accept premium tendered to it after such date, but may do so upon terms as it, in its sole discretion, may determine.