



## LIABILITY SECTION

### 1. Definition

- 1.1 **“Bodily Injury”**  
includes death and illness
- 1.2 **“Damage”**  
includes loss
- 1.3 **“Property”**  
material property
- 1.4 **“The business”**  
includes fire first aid and ambulance services and canteen social sports and welfare organisations for employees
- 1.5 **“Employee”**  
any person employed by the insured and acting in the course of the business
- 1.6 **“Territorial limits”**  
The general territorial limits but world wide excluding U.S.A and Canada for employees temporarily engaged in the business elsewhere
- 1.7 **“Limit of indemnity”**  
The amount shown in the schedule even if more than one insured and or any other party is indemnified
- 1.8 **“Goods”**  
Include containers

### 2. Insured events

The insurer will indemnify the insured up to the limit of indemnity against all sums, which the insured shall become legally liable to pay in the event of

- 2.1 accidental bodily injury to any person other than an employee
- 2.2 accidental physical damage to property other than property belonging to the insured or in his custody or control or in the custody or control of an employee

Happening in the course of business within the territorial limits and on or after the retroactive date shown on the schedule, and which results in a claim or claims first being made against the insured during the period of insurance.

### 3. Limits of indemnity

The amount payable, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants and all other expenses and costs incurred with the company's consent for any one event or series of events with one original cause or source, shall not exceed the limit of indemnity stated in the schedule.

### 4. Legal costs and expenses

The amount payable stated in the schedule is deemed to include legal costs and expenses

- 3.1 recoverable at law by a claimant from the insured
- 3.2 incurred with its written consent

## 5. **Indemnity to others**

At the request of the insured the insurer will indemnify any other party against liability for which the insured would have been liable and entitled to indemnity had the claim been made against him. The insurer will not be responsible for liability caused by or arising from the act or omission of the other party

## 6. **Special exclusions**

The insurer will not be liable for

### 6.1 **Contractual liability**

liability accepted by agreement, which would not have attached without the agreement

### 6.2 **Property worked upon**

damage to that part of any property upon which the insured or any party on behalf of the insured is or has been operating if the damage is caused by these operations

### 6.3 **Ships aircraft and vehicles**

injury or damage caused by any ship craft aircraft locomotive trailer or mechanically propelled vehicle [other than a pedal cycle or lawnmower or any pedestrian controlled equipment] owned by or in the custody or control of the insured or any employee provided that this exception shall not relieve the company of liability consequent upon injury or damage caused by or arising beyond the limits of any carriage-way or thoroughfare in connection with the loading or unloading of any vehicle insofar as such injury or damage is not insured by any other insurance policy.

### 6.4 **Goods sold**

injury or damage caused by goods sold supplied or worked upon by the insured other than

5.4.1 food and drink sold or supplied through any auxiliary organisation included in definition 1.4

5.4.2 goods in the custody or control of the insured or an employee

### 6.5 **Weakening of support**

damage to property caused by vibration or the removal or weakening of support of such property

### 6.6 **Design professional advice**

injury or damage arising from design drawing plan formula specification professional advice or professional treatment [other than first aid treatment] given or administered by or at the direction of the insured.

### 6.7 **Exclusion of North America**

injury or damage arising out of operations located in the United States of America and/ or Canada

### 6.8 **Gradual causes**

injury or damage caused by or arising from the gradual or regular emission of effluent or noxious substances

### 6.9 **Fines, penalties, punitive, exemplary or vindictive damages**

6.10 A damages in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of Zimbabwe

6.11 costs and expenses of litigation recovered by any claimant from the insured, which are not incurred in and recoverable in the area, described above

## 7.0 Specific Conditions

- 7.1 any claim first made in writing against the insured as a result of a defined event reported in terms of general condition 3.4[hereinafter termed reported event] shall be treated as if it had first been made against the insured on the same day that the insured reported the event to the company.in the event of cancellation or non-renewal of the policy
- 7.2 Any claim resulting from a reported event, first made in writing against the insured during the 48 months immediately following cancellation or non renewal shall be treated as having been made against the insured on the same day that the insured reported the event.
- 7.3 The insured may report an event in terms of general condition 3.4 for up to 15 days after cancellation or non-renewal, provided
- a such event occurred during the period of insurance
  - b any subsequent claim first made in writing against the insured as a result of such event shall be treated as if it had first been made on the last day preceding cancellation or non renewal and is subject to the 48 month period specified in 6.3 above
- 7.4 Any series of claims made against the insured by one or more than one claimant during any period of insurance consequent upon one event or series of event s with one original cause or source shall be treated as if they all had first been made against the insured
- a on the date that the event was reported by the insured in terms of general condition 3.4 or
  - b if the insured was not aware of any event which could have given rise to a claim, on the date that the first claim of the series was first made in writing against the insured .

## 8. Clauses

Only apply when indicated in the schedule

### 8.1 Tool of trade

*Special exclusion* 6.3 shall not apply to injury or damage caused by the operations as a tool of any mechanically propelled vehicle or trailer  
or  
plant forming part of or attached to the vehicle or trailer  
the insurer will not be liable  
if the insured is entitled to indemnity under another policy  
for liability insurable in terms of any compulsory motor vehicle insurance legislation

### 8.2 Tenants

The insurer will indemnify the insured up to the limit of indemnity for all sums which the insured as a tenant shall become legally liable to pay to the owner for accidental damage to the property occupied by the insured caused by fire or explosion. Provided the insured has not agreed to insure the property against loss or damage caused by fire or explosion

### 8.3 Cross liability

The insurer will indemnify each of the insured severally and liability arising between them will be treated as though a separate policy had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

### 8.4 Car parks

Special exclusions 6.3 shall not apply to liability for damage to vehicles and their accessories the property of tenants customers or visitors using parking facilities provided by the insured

## **8.5 Security Firms**

Notwithstanding special exclusion 6.1 if in terms of a contract with a security firm engaged to protect the insured's property in the course of the business of the insured stated in the schedule, the insured becomes legally liable for the acts or omissions of the employees of the security firm in the course of their employment, then this section includes such legal liability to the extent that indemnity would have been granted under this section had the said employees been under a contract of service to the insured and not the security firm, but not exceeding the limit of liability stated in the schedule

If at the time of an event giving rise to a claim, the security firm is entitled to indemnity under any other policy in respect of the same event, the company shall not be liable to make any payment except in respect of any amount above the amount payable under such policy

## **8.6 Emergency medical expenses**

The company will indemnify the insured for all reasonable expenses incurred by the insured for such immediate medical treatment as may be necessary at the time of an accident causing injury to any person who maybe the subject of a claim for indemnity by the insured in terms of this section

## **8.7 Products Liability**

Notwithstanding anything to the contrary contained in special exclusion 6.4, the company will indemnify the insured in respect of defined events happening anywhere else in the territories stated in the schedule than at the premises occupied by the insured, and caused by goods or products [including containers and labels] sold or supplied by the insured in connection with the business.

The amount payable under this extension, inclusive of any legal costs recoverable from the insured by a claimant or any number of claimants, and all other expenses and costs incurred with the company's consent, for any one event or series of events with one original cause or source or during any one [annual] period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule

Specific exception applicable to products liability extension

This extension does not cover liability

- [i] for the cost of repair, alteration, recall or replacement of the goods or products [including containers and labels] causing injury or damage
- [ii] the cost of demolition, breaking out, dismantling, delivery, rebuilding, supply and installation of the goods or products [including containers and labels] and any other property essential to such repair, alteration or replacement unless physically damaged by the goods or products
- [iii] arising from defective or faulty design, formula plan or specification, but if the insured is a retailer this specific exception [iii] does not apply if the insured's activities are wholly restricted to sales, distribution and or marketing of the product and the insured's activities do not include final preparation which means repackaging, packing, labelling, cleaning or provision of operating instructions prior to sale to the insured's original customers, nor include any enhancement, amendment or alteration to the product.
- [iv] arising from inefficacy or failure to conform to specification unless such inefficacy or failure is due to negligence in the following of such specification.
- [v] arising from goods or products intended to be installed in or intended to form part of and forming part of an aircraft.
- [vi] in respect of injury or damage happening in the United States of America or Canada caused by or through or in connection with any goods or products sold or supplied by or to the order of the insured, if such goods or products have, to the insured's

knowledge, been exported to the United States of America or Canada by or on behalf of the insured.

#### **8.8 Defective workmanship Liability**

Special exclusion 6.2 is deleted

The amount payable inclusive of any legal costs recoverable from the insured by a claimant or any number of claimant and all other costs and expenses incurred with the company 's consent, for any one event or series of events with one original cause or source or during any one [annual] period of insurance, shall not exceed in the aggregate the limit of indemnity for this extension stated in the schedule.

Specific Exceptions [applicable to defective workmanship]

This extension does not cover liability

- (i) for the cost of rectifying or recalling defective work
- (ii) arising from inefficacy of such work or because the work did not produce the result anticipated or claimed
- (iii) arising prior to the handing over of such work
- (iv) arising from defective design
- (v) arising from any work on any aircraft or part thereof

#### **8.9 Wrongful arrest**

The defined events are extended to include damages

- (i) resulting from wrongful arrest (including assault in connection with such wrongful arrest)  
  
provided always that the limits of indemnity as stated shall not exceed \$1 000

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