
PERSONAL SELECT POLICY

This insurance policy, comprising of various sections, is a contract of indemnity between Botswana Insurance Company Limited (hereinafter referred to as the insurer) and you our policyholder.

We will insure you subject to the policy terms and conditions and any endorsements or warranties applicable hereto during any period of insurance for which we have accepted your premium.

The proposal and declaration made by you , the policy schedule and this policy wording form the basis of the contract.

.....
Signed for the insurer

Please check this document carefully and let Botswana Insurance Company Limited know if any amendment is necessary.

IMPORTANT:-

IN ADDITION TO THE ABOVE PLEASE INFORM THE INSURER

1. of any changes to

- 1.1 your bank or other paying authority,
- 1.2 the branch of your bank

if you pay your annual insurance premium monthly

If you do not advise the insurer accordingly and your premium debit is not processed your insurance will automatically lapse and you will no longer be protected by your policy. The insurer shall also

- 1.2.1 levy upon you a penalty fee should any premium debit not be processed or you default in any month. Such penalty fee shall be equivalent to one's month's premium, and shall be increased proportionately with the number of months not paid up.
- 1.2.2 not pay any claim incurred during an unpaid period, notwithstanding subsequent payment of that period's premium and / or penalty fee.

2. of any changes of address or of the property insured, or any factor affecting the policy.

Sections in this policy include

Definitions, general exceptions and condition.

Houseowners

All risks

Trailer / Caravan

Electronic Equipment

Householders contents

Motor

Personal Accident

Small Leisure craft

GENERAL

DEFINITIONS

- 0.1 You/Your/yours /yourself means the Policyholder named in the schedule.
- 0.2 We/Us/Our means the insurer Botswana Insurance Company Limited.

CONDITIONS

I. HEADNOTES

Headnotes are for reference and do not affect the interpretation of the policy.

2. INTERPRETATION

The policy and schedule shall be read as one document. Any word or expression given a specific meaning shall have such meaning wherever it appears.

3. OBSERVANCE OF POLICY TERMS

Our liability is conditional on the observance of the policy terms by any person claiming indemnity or benefit.

4. PREVENTION OF LOSS

You must take all reasonable precautions to prevent loss, damage and accidents and may effect emergency repairs to your property to prevent further damage.

5. CLAIMS PROCEDURE AND REQUIREMENTS

- 5.1 If an event giving rise to or likely to give rise to a claim comes to your knowledge you must notify us within 30 days and as soon as possible give us
- 5.1.1 particulars of other insurance covering the same event
 - 5.1.2 written details of the event
 - 5.1.3 such proofs, information and sworn declarations we may require from time to time
 - 5.1.4 any document or details of any communication received in connection with a claim.
- 5.2 You must notify the police immediately of any loss or theft of property or any accident involving your vehicle
- 5.3 No admission, statement, offer, promise, payment or indemnity may be made by you without our written consent.
- 5.4 We may take over and conduct the defence or settlement of any claim and have the right to use your name for this purpose.
- 5.5 You must give all information and assistance required by us to obtain indemnity from other parties.
- 5.6 You must notify us immediately you become aware of any impending prosecution or inquest in respect of any event which may give rise to a claim.

5.7 within 30 days after the event submit to the company full details in writing of any claim. The Insured shall also, within three (3) months furnish to the Insurers affirmative proof of loss in writing together with full particulars.

5.8 If we repudiate liability for any claim made under this policy we will be relieved of liability unless a summons is served on us within 90 days of repudiation.

9.5 FRAUDULENT OR WILFUL ACTS

You will lose all rights to claim under this policy if:

9.5.1 a *claim* is fraudulent or if *you* or anyone acting on *your* behalf uses any fraudulent means to obtain any benefit under this policy; or

9.5.2 a *claim* occurs due to a deliberate, or willful, or intentional act committed by *you* or with *your* involvement or anyone acting on *your* behalf; or

9.5.3 information or documents in support of a *claim*, whether created by *you* or on *your* behalf, is not true, is not complete or is fraudulent; or

9.5.4 the quantum of a *claim* is deliberately exaggerated by *you* or anyone acting on *your* behalf.

9.6 TIME LIMITS

9.6.1 If we reject a *claim* in writing, or if *you* dispute the amount of a *claim* which was made in writing, *you* may, within 180 days from the date of such communication, make written representations or institute legal proceedings against *us*.

9.6.2 *We* are not liable after 12 months from the date of the event that gives rise to a *claim*, unless the *claim* is:

- the subject of pending court action or arbitration or
- for amounts for which *you* may become legally liable.

9.7 NO PREMIUM REFUND IF MAXIMUM INSURED AMOUNT OR LIMIT OF COMPENSATION IS SETTLED FOR ANY CLAIM

If we compensate *you* for a *claim* for the maximum insured amount or limit of compensation payable for an event or item, *we* will not refund any premium for the remainder of the period of *your* insurance for that event or item.

6. MORE THAN ONE POLICY

If the loss, damage or liability is covered by any other insurance we will not pay more than our rateable proportion. If any such other insurance is subject to any condition of average, this policy, if not already subject to average, shall be subject to average in like manner.

7. REINSTATEMENT OF SUM INSURED

The sum insured will not be reduced by the amount of any claim. We may request you to pay the premium on the amount of the claim from the date of the loss or damage to the expiry of the period of insurance. This applies separately to homeowners - buildings, (section 1.), householders contents (section 2.), and all risks (section 3.).

8. CANCELLATION

8.1 Annual
We may cancel or amend this policy or any section of it by giving 30 days notice in writing or you may cancel this policy or any section of it by giving us immediate notice in writing. On cancellation by you, we may retain

the customary short period or minimum premium. On cancellation by us you may claim a proportionate refund if you have paid the premium in full.

- 8.2 Monthly
Note that monthly policies have been converted into annual policies payable monthly. Schedules are now amended to reflect this.

9. AUTOMATIC INFLATION MARGIN

The sum insured under homeowners - buildings (section 1.), and householders - contents (section 2.) will increase at the end of each month by half a percent. No premium is payable for this increase and at the next renewal or anniversary date as the case may be the sums insured will be increased by a percentage commensurate with price indices for the preceding twelve months of insurance and the appropriate premium will be charged for the increased sums insured. This provision does not relieve you of the responsibility to ensure that the sums insured represent the full replacement value of the property at all times.

10. CHANGE IN CIRCUMSTANCES

We may decline to indemnify or compensate you for loss, damage, accident or liability under any item or section if the risk is materially increased without our consent or in the event of any material misdescription, misrepresentation or non-disclosure.

11. RIOT AND STRIKE EXTENSION

Notwithstanding anything to the contrary contained in Exclusion 13.3

- 11.1 This policy is extended to cover loss or damage to property or bodily injury directly occasioned by or through or in consequence of

11.1.1 civil commotion, labour disturbances, riot, strike or lockout

11.1.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1.1. above.

- 11.2 This extension does not cover loss or damage to property or bodily injury

11.2.1 resulting from total or partial cessation of work, or the retarding or cessation of any process or operation

11.2.2 occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority

11.2.3 related to or caused by any occurrence referred to in exclusion 13.3.2, 13.3.3, 13.3.4, 13.3.5 or 13.3.6 or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If we allege that by reason of 11.2.1, 11.2.2, 11.2.3, loss or damage or bodily injury is not covered by this extension, the burden of proving the contrary will rest on you.

12. JURISDICTION

This policy is subject to the jurisdiction of the courts of the Republic of Botswana

16. SHARING OF INSURANCE INFORMATION AND YOUR AUTHORIZATION TO US

16.1 SHARING OF INFORMATION

16.1.1 To combat insurance fraud and to determine and properly evaluate risks, the South African Insurance Association (SAIA) has created a shared database for storing insurance information of policyholders. We will store *your* information in the shared database to verify any underwriting

information against legally recognised sources or databases.

16.1.2 Fighting insurance fraud will benefit *you*, because fraud has an enormous effect on the short-term insurance industry. It affects the evaluation and determination of risks by insurers, and it affects *you* directly as it leads to higher premiums. *We* are serious about combating fraud and the fair evaluation of risks, because *we* want to keep *your* premium as fair and competitive as possible.

16.2 YOUR RIGHT TO PRIVACY

Your right to privacy is a fundamental right that is included in The Constitution of the Republic of Botswana.

This right is, however, restricted in certain circumstances. These circumstances include cases where

the parties disclosing information and the parties who are privy to it have a legal interest in that information.

This means that in terms of Botswana law, *we* may disclose and/or receive information if *we* intend

using it to prevent fraud and to underwrite risks fairly.

16.3 YOUR AUTHORISATION TO US

16.3.1 *You* acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it will enable insurers to underwrite policies and assess risks fairly, and to reduce the incidence of fraudulent claims. This will contribute to keeping premiums as low as possible.

16.3.2 On *your* behalf and on behalf of any person who *you* represent, *you* waive *your* rights to privacy for any underwriting and claims information for any insurance policy or claim made by *you* or on *your* behalf.

16.3.3 *You* consent to such information being stored in the shared database and used as set out above.

16.3.4 *You* consent to such information being given to any insurer or its agent.

16.3.5 *You* consent to any underwriting information being verified against and shared with legally recognised sources or databases.

17. A PERSON WHO DEALS ON YOUR BEHALF

You give up *your* right to receive compensation if a person who deals on *your* behalf does not comply with the terms and conditions of General terms and conditions for the event or *claim*.

18. AMENDMENTS TO CONFORM TO LAW

You and *we* agree that any terms or conditions of this policy that are against any law will be amended to conform to such law.

19. REFERENCE TO SINGULAR AND PLURAL

In this policy, references to the singular include the plural and references to the plural include the singular.

13. EXCLUSIONS

We will not be liable for

13.1 any claim which is in any respect fraudulent

-
- 13.2 loss, damage or bodily injury deliberately caused by you or any person acting in collusion with you
 - 13.3 loss of or damage to property or bodily injury related to or caused by
 - 13.3.1 civil commotion, labour disturbances, riot, strike or lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the above
 - 13.3.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - 13.3.3 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; insurrection, rebellion or revolution
 - 13.3.4 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
 - 13.3.5 any act which is calculated or directed to bring about destruction or damage or bodily injury 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
 - 13.3.6 any attempt to perform any act referred to in exclusions 13.3.4 or 13.3.5 above
 - 13.3.7 the act of any lawfully established authority in controlling, preventing or suppressing or in any other way dealing with any occurrence referred to in exclusions 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5 or 13.3.6 above
 - 13.3.8 If we allege that by reason of exclusions 13.3.1, 13.3.2, 13.3.3, 13.3.4, 13.3.5, 13.3.6 or 13.3.7, loss or damage or bodily injury is not covered by this policy, the burden of proving the contrary will rest on you.
 - 13.4 loss or damage caused directly or indirectly
 - 13.4.1 by or through or in consequence of any occurrence for which an insurance fund has been established by the Government of Botswana or in any of the territorial limits referred to in this policy.
 - 13.4.2 by or arising from radio-activity or the use, existence or escape of any nuclear fuel nuclear material or nuclear waste
 - 13.5 consequential loss or damage except as specifically provided.
 - 13.6 the first amount payable as shown in any schedule

2. NUCLEAR SUBSTANCES

Nuclear weapons material, ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, or from the combustion of nuclear fuel which includes any self-sustaining process of nuclear fission.

3. NATIONALISATION

Nationalisation, confiscation, commandeering, requisition, wilful destruction, forfeiture, attachment, impounding, seizure or preservation or any similar actions or processes by any court order, customs officials, police, crime prevention units, or lawfully constituted authority or officials.

5. LIABILITY BY AGREEMENT

Any liability which *you* have because of an agreement *you* have entered into, unless *you* would have been

liable
if the agreement did not exist.

6. INDIRECT LOSS

Consequential or indirect loss.

If we state that a *claim* is not covered because of 1 to 6 above, *you* must prove the contrary.