

<b>Terms and Conditions</b>	
<b>Disclaimer</b>	<p>These general terms and conditions serve as a guide for insurance products. The terms and conditions do not substitute and/or supersede any specific insurance policy and terms and conditions of a particular insurance policy and where there is a conflict between these terms and conditions and the policy, the policy shall prevail</p> <p>The Insured should demand that at the time of taking out any particular policy, the policy wording should be delivered to the Insured and where in doubt in relation to any terms, demand that the policy wording be explained to them in an official language that they understand</p>
<b>General Conditions</b>	<p><b>1. Misrepresentation, misdescription and non-disclosure</b></p> <p>Misrepresentation, misdescription or non-disclosure in any material particulars shall render voidable the policy or part thereof, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.</p> <p><b>2. Other insurance</b></p> <p>If, at the time of any event giving rise to a claim under this policy, an insurance cover exists with any other insurers covering the insured against the defined events, the Insurer/underwriter 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.</p> <p><b>3. 3A Cancellation</b></p> <p>This policy or any section may be cancelled at any time by the Insurer/underwriter 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 Insurer/underwriter 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 Insurer/underwriter, 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.</p> <p><b>3B. Continuation of cover (where premium is payable by bank debit order or by transmission account)</b></p> <p>The premium is due in advance and, if it is not received by the Insurer/underwriter 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 the bank or other paying agent.</p> <p>Due date will be the first day of every calendar month where premium is payable monthly, the first day of</p> <p>(a) each third</p> <p>(b) each sixth or</p>

(c) each twelfth calendar month following inception where premium is payable quarterly, bi-annually 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 Insurer/underwriter with such particulars and information as the Insurer/underwriter 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) Subject to any specific insurance policy wording, on the happening of any event which may result in a claim under a policy the insured shall, at their own expense:
(i) give notice thereof to the Insurer/underwriter within 30 days of occurrence of the event and provide particulars of any other insurance covering such events as are hereby insured.
(ii) immediately (within 24 hours) inform the police of any claim involving theft or (if required by the Insurer/underwriter) 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 Insurer/underwriter 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.
(iv) give the Insurer/underwriter such proofs, information and sworn declarations as the Insurer/underwriter may require and forward to the Insurer/underwriter 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 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 Insurer/underwriter 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 Insurer/underwriter 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 Insurer/underwriter, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer/underwriter.
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 Insurer/underwriter all amounts paid in respect of the claim.

7. Insurer/underwriter'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 Insurer/underwriter and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the Insurer/underwriter 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 license of the insured to the Insurer/underwriter to do so. The insured shall not be entitled to abandon any property to the Insurer/underwriter whether taken possession of by the Insurer/underwriter 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, offers, promise, payment or indemnity shall be made by the insured without the written consent of the Insurer/underwriter.
(b) The insured shall, at the expense of the Insurer/underwriter, do and permit to be done all such things as may be necessary or reasonably required by the Insurer/underwriter for the purpose of enforcing any rights to which the Insurer/underwriter 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 a policy under which an indemnity is provided for liability to third parties, the Insurer/underwriter 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 Insurer/underwriter shall thereafter not be under further liability in respect of such event.
8. Fraud
If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the willful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.
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

	<p>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 Insurer/underwriter.</p>
	<p>12. Collective insurances</p>
	<p>If this insurance is a collective insurance then the following amendment is made to general condition 6 (a) (iv) above.</p>
	<p>“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.”</p>
	<p>And General condition 7 is substituted by the following</p>
	<p>7. Insurer/underwriter’s rights after an event</p>
	<p>(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,</p>
	<p>(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</p>
	<p>(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</p>
	<p>indemnity shall be made by the insured without the written consent of the leading insurer.</p>
	<p>(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</p>
	<p>whether such things shall be required before or after such indemnification.</p>
	<p>(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.”</p>

<p><b>General Exceptions</b></p>	<p>i) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war. ii) Abandonment and/or permanent or temporary dispossession resulting from detention, confiscation, seizure, restraint, commandeering, nationalisation, appropriation, destruction or requisition by order of any government de jure or de facto or by any public authority. iii) Mutiny, civil commotion, military rising, insurrection, rebellion, revolution, military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law or state of siege. iv) Any act, including but not limited to labour disturbance, lock-out, riot or strike, 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 political or local authority, or for the purpose of imposing fear in the public or any section thereof. v) The act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses i) to iv) above. vi) Plundering, looting, war pillage in connection with civil commotion or any of the activities referred to in clause 4 above</p> <p>1. Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections</p> <p>i) this policy does not cover</p> <p>(a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss</p> <p>(b) 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.</p> <p>For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.</p> <p>ii) 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.</p>
<p><b>Paying of Insurance</b></p>	<p>Non-payment of the insured's premium may lead to the suspension of his cover or cancellation of his policy.</p>
<p><b>Claims Procedure</b></p>	<p>We must be notified of a claim or a potential claim within 30 days from the date of loss otherwise such a claim will not be entertained.</p> <p>II. All claims are to be notified or lodged with the claims administrator at the following contact details;</p> <p>FNB Insurance Brokers (Botswana) Pty Ltd  Physical Address: 1st Floor First Place,  Plot 54362 Gaborone CBD,  Botswana</p> <p>Email: <a href="mailto:fnbib.claims@fnbbotswana.co.bw">fnbib.claims@fnbbotswana.co.bw</a>  Tel: 267 3706996/ 3706196</p> <p>III. Upon receipt of all relevant claim documents/information, forward to the same email address as above.</p> <p>IV. Any queries or complaints are to be lodged with the broker</p>

**Complaints  
Procedure**

In line with the importance attached to customer service we have developed a complaints procedure which allow complaints to be lodged at any FNB branch countrywide in relation to an insurance claim or related service.

Unresolved Insurance complaints may be pursued by contacting the following

Step 1 Branch Manager - 370 6000

Step 2 Principal Officer - 370 6424

Step 3 Head of Insurance - 370 6996

Step 4 Non-Bank Financial Institutions Regulatory Authority - Physical Address: Plot 54351, Exponential Building, 3<sup>rd</sup> Floor, Central Business District

Postal Address: Private Bag 00314 Gaborone

Tel: 310 2595/ 368 6100