

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 Your behalf and receipt thereof by Us or on behalf of Us, We, as specified in the schedule agrees to indemnify or compensate You by payment or, at Our option, 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 "We, Us, Our" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as 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. War, riot and terrorism

- A. This policy does not cover loss of or damage to property related to or caused by:
- a. 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;
 - b. war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - i. 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;
 - ii. insurrection, rebellion or revolution;
 - c. 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;
 - d. 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;
 - e. any attempt to perform any act referred to in clause c or d above;
 - f. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1A: a, b, i, ii, c, d, e, or f, above.
If We allege that, by reason of clause 1A: a, b, i, ii, c, d, e, or f, of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.
- B. This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976) or any similar Act operative in any of the territories to which this policy applies.
- C. Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General exception 1.C, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If We allege that, by reason of clause 1.C, of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

2. Nuclear

Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections

- a. this policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- ii. nuclear material, nuclear fission or fusion, nuclear radiation;
- iii. nuclear explosives or any nuclear weapon;
- iv. nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

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

3. Computer Losses

General exception applicable to all sections of this policy insuring damage to property or the consequences of damage to property or any liability

Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover:

1. loss or destruction of or damage to any property whatsoever (including a computer) or any loss or expense whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature;
3. any consequential loss;
 - directly or indirectly caused by or contributed to by or consisting of or arising from the incapacity or failure of any computer, correctly or at all
 - i. to treat any date as the correct date or true calendar date, or correctly or appropriately to recognise, manipulate, interpret, process, store, receive or to respond to any data or information, or to carry out any command or instruction, in regard to or in connection with any such date, or
 - ii. to capture, save, retain or to process any information or code as a result of the operation of any command which has been programmed into any computer, being a command which causes the loss of data or the inability to capture, save, retain or correctly process such data in regard to or in connection with any such date, or
 - iii. to capture, save, retain or to process any information or code due to programme errors, incorrect entry or the inadvertent cancellation or corruption of data and/or programmes, or
 - iv. to capture, save, retain or to process any data as a result of the action of any computer virus, or other corrupting, harmful or otherwise unauthorised code or instruction including any Trojan horse, time or logic bomb or worm or any other destructive or disruptive code, media or programme or interference.

A computer includes any computer, data processing equipment, microchip, integrated circuit or similar device in computer or non-computer equipment or any computer software, tools, operating system or any computer hardware or peripherals and the information or data electronically or otherwise stored in or on any of the above, whether Your property or not.

Special extension to General exception 3

A. Loss or destruction of or damage to Your property by fire, explosion, lightning, earthquake or by the special perils referred to below or indemnified by the Glass, Employer's Liability, Stated Benefits, Group Personal Accident or Motor section is not excluded by this General exception.

The special perils that are not excluded for the purpose of this special extension are damage caused by:

- a. storm, wind, water, hail or snow excluding damage to property
 - i. arising from its undergoing any process necessarily involving the use or application of water;
 - ii. caused by tidal wave originating from earthquake
 - iii. in the underground workings of any mine
 - iv. in the open (other than buildings structures and plant designed to exist or operate in the open) unless so described and specifically insured as a separate item;
 - v. in any structure not completely roofed unless so described and specifically insured as a separate item;
- b. being retaining walls (dam and canal walls)
- c. aircraft and other aerial devices or articles dropped therefrom;
- d. impact by animals, trees, aerials, satellite dishes or vehicles excluding damage to such animals, trees, aerials, satellite dishes or vehicles or property in or on such vehicles.

B. General exception 3 also does not apply to consequential loss as insured by any Business Interruption indemnity provided by this policy to the extent that such consequential loss results from damage to insured property by the perils referred to in Special extension A above

C. This special extension will not insure any loss, destruction, damage or consequential loss if it would not have been insured in the

absence of this Computer Losses General Exception and this Special Extension.

D. This Special extension shall not apply to any Public Liability indemnity.

4. Detention, Confiscation and Forfeiture

This policy does not cover any loss, damage, cost or expense directly or indirectly arising from dispossession, detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or other officials or authorities

General Conditions

Subject to the provisions of Section 55 of the Short Term Insurance Act No 53 of 1998 (as amended)

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or subsection 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, insurance exists with any other insurers covering You against the defined events, We shall be liable to make good only a rateable proportion of the amount payable by or to You 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.

3. Cancellation and Continuation of Cover

A. Cancellation

This policy or any section may be cancelled at any time by Us giving 30 days' notice in writing (or such other period as may be mutually agreed) or by You giving immediate notice. On cancellation by You, We 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 Us, You 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, Provided that no refund of premium will be due for any period where You have or will be indemnified for any valid claim submitted to Us.

B. 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 Us 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 You 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 the month of inception or the month of last payment 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, You shall, after the expiry of each period of twelve consecutive months from the inception date or anniversary date, furnish Us with such particulars and information as We may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to You as the case may be.

5. Prevention of loss

You shall take all responsible steps and precautions to prevent accidents or losses. You are also required to comply and adhere to laws and regulations which are material to the risk (irrespective of whether the laws, regulations, by-laws and rules are in force at the date the Policy is issued, or are enacted after that date).

The failure to adhere to any applicable law, regulation, by-law or rule shall entitle Us to reject any claim where such failure is material to the loss/damage.

6. Claims

1. Warranted that on the happening of any event which may result in a claim under this policy You shall, at your own expense
 - (i) give notice thereof to Us as soon as is reasonably possible but in any event within 30 days of the occurrence of such an event and provide particulars of any other insurance covering such events as are hereby insured
 - (ii) losses arising out of theft are to be notified to Us within 48 hours of the occurrence of such theft.
 - (iii) within 24 hours after the event inform the police of any claim involving theft or (if required by Us) loss of property and take all practicable steps to discover the guilty party and to recover the stolen or lost property
 - (iv) as soon as practicable after the event submit to Us full details in writing of any claim
 - (v) give Us such proofs, information and sworn declarations as We may require and forward to Us immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against You in connection with the event giving rise to the claim.
2. 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 We 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 Your legal liability to a third party.
3. **No claim shall be payable unless You claim payment by serving legal process on Us within 12 months of the rejection of the claim in writing and pursues such proceedings to finality.**
4. 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, You shall render all assistance in the identification and physical recovery of such property if called on to do so by Us, provided that Your reasonable expenses in rendering such assistance shall be reimbursed by Us. **Should You fail to render assistance in terms of this condition when called upon to do so, You shall immediately become liable to repay to Us 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, We and every person authorised by Us may, without thereby incurring any liability and without diminishing Our rights 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 Yours to Us to do so. You shall not be entitled to abandon any property to Us whether taken possession of by Us or not
 - (ii) take over and conduct in Your name the defence or settlement of any claim and prosecute in Your name 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 You without Our written consent.**
- B. You shall, at Our expense, do and permit to be done all such things as may be necessary or reasonably required by Us for the purpose of enforcing any rights to which We shall be, or would become, subrogated upon Your indemnification 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, We may, upon the happening of any event, pay to You 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 We 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 You or anyone acting on your behalf or with Your knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the Your connivance, **the benefit afforded under this policy in respect of any such claim shall be forfeited.**

9. 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.

10. No rights to other persons

Unless otherwise provided, **nothing in this policy shall give any rights to any person other than You.**

Any extension providing indemnity to any person other than Yourself shall not give any rights of claim to such person, the intention being that You shall claim on behalf of such person. Your receipt shall in every case be a full discharge to Us.

11. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6.1 (v) above. “give the leading insurer on behalf of the insurers such proofs, information and sworn declarations as We 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 You in connection with the event giving rise to the claim.” and General condition 7 is substituted by the following:

Our 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 Yours to the lead insurer on behalf of all insurers to do so. **You 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 Your name the defence or settlement of any claim and prosecute in the Your name 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 You without the written consent of the leading insurer.**
- B. You 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 Your indemnification 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 You 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.

General provisions

1. 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.

2. Members

Wherever the word “director” is used it is deemed to include “member” if You are a close corporation.

3. Liability under more than one section

We 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.

4. 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.

5. 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.

6. Premium payment

Premium is payable on or before the inception date or renewal date as the case may be. Should the premium not be paid within

fifteen days of the due date then the policy shall be deemed not to have inception or been renewed.

7. Warranty Definition

Where the word warranty appears in the policy, it is deemed to have meaning as implied in an insurance context. Any breach of any warranty will result in Us having no liability in terms of the item/items to which any warranty applies.

SECTION 1 MOTOR

Sub Section A Loss or damage

Defined events

Loss or damage to Your vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reason of any loss or damage insured hereby, We will pay the reasonable cost of protection and removal to the nearest repairer and You may give instructions for repairs to be executed without Our previous consent, to the extent of but not exceeding R25 000 provided that You first obtain a quotation and detailed estimation which must be submitted with the repair invoice to Us. We will also pay the reasonable cost of delivery to You after repair of such loss or damage not exceeding the reasonable cost of transport to Your permanent address in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Democratic Republic of Congo (DRC) **no further north than Kolwezi**, Mozambique, Angola, Zambia and Tanzania.

Provided that:

- (i) The limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by Us in respect of such loss or damage but shall not exceed the value as selected, namely Retail Value, Fixed Value or Agreed Value of the vehicle and its accessories and spare parts at the time of such loss or damage or the outstanding balance of the relevant suspensive sale or lease agreement, whichever is the greater. ("Indemnity Amount").
- (ii) We may at our own option repair, reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the Indemnity Amount.
- (iii) The amount of any loss or damage shall be limited to the reasonable cost of repair or replacement which may at Our discretion necessitate the use of second-hand parts or parts obtained from sources other than the agents.
- (iv) If to Our knowledge Your 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 Us in respect of such loss or damage.
- (v) We shall not be liable for more than R25 000 for insured vehicles with a GVM in excess of 3500kg or R10 000 in respect of all other insured vehicles in total for any one occurrence where the accident has occurred within the borders of the Republic of South Africa, in respect of the salvage and removal of the damaged vehicle to the nearest repairer. These limits will not apply where the accident and recovery is managed from the outset by ONE Truck Assist or any other Company mandated accident management Company.
- (vi) Where an insured accident occurs outside the borders of the Republic of South Africa, Your towing costs of the vehicle will be covered to the nearest border with the Republic of South Africa or to the nearest repairer within such territory limited to R25 000 in total any one occurrence. Should Your vehicle be towed to the border, additional towing costs from border to nearest repairer in the Republic of South Africa will be covered in terms of proviso (v) above.
- (vii) **We shall not be liable for more than 5% of Your vehicle value stated in the schedule (after deduction of the Excess) in respect of the theft or attempted theft of radios, tape players and similar equipment or fitted telephones as supplied by the manufacturers of the vehicle when new.**
- (viii) Where Your vehicle is stolen or hijacked and not recovered, or where the fuel tanks have been damaged or ruptured as a result of an accident, and all the fuel in the tanks has been spilled, We will pay You R5000 as compensation for the loss of fuel.

Exceptions to Sub Section A

We shall not be liable to pay for:

- 1) **Consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical or electrical breakdowns, failures or breakages.**
- 2) **Damage to tyres by application of brakes or by punctures cuts or bursts.**

- 3) Damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
- 4) Detention, confiscation or requisition by customs or other officials or authorities.
- 5) Loss of accessories or any part of any unattended vehicle described in definition b), d) or e) as a result of theft (other than theft of the entire vehicle) unless at the time of such loss the vehicle was parked in a securely fenced and enclosed yard or at a recognised truck stop operated specifically as a parking facility.
- 6) Loss of or damage to any insured vehicle arising from or in connection with any exchange, cash or credit sale agreement (whether complete or incomplete) arising out of theft through false pretences and /or fraud.

Special Condition – Security Requirements

Tracking Device Requirements – Applicable to All Self Propelled Vehicles described in definition b) or d) exceeding a sum insured of R500 000.

Theft cover is subject to the vehicle being fitted with a tracking and recovery device which has been approved by Us as acceptable protection. At the time of the loss, You are to be a fully paid up subscriber of the said tracking device. At all times the device is to be maintained in accordance with the supplier’s instructions. If the vehicle is recovered as a result of the tracking device then the Excess payable by You, in terms of the policy shall be reduced to NIL.

Cars and light delivery vehicles (LDV’s) as described in definition a) with a sum insured up to R350 000 must be fitted with an approved immobilizer or a factory fitted alarm or transponder key ignition system for theft/hi-jack cover to apply.

Cars and light delivery vehicles exceeding R350 000 sum insured must be fitted with an approved tracking and recovery device before theft/hijack cover will incept.

Sub Section B Liability to third parties

Defined events

Any accident caused by or through or in connection with any insured vehicle or in connection with the loading and/or unloading of such vehicle, against all sums including claimant’s costs and expenses which You and/or any passengers shall become legally liable to pay in respect of:

- (i) Death or bodily injury to any person but **excluding death of or bodily injury to any person in Your employ arising from and in the course of such employment or being a member of Your household.**
- (ii) Damage to property **other than property belonging to You or held in trust by or in the custody or Your control or being conveyed by,** loaded onto or unloaded from such vehicle.
We will also (in terms of and subject to the limitations of and for the purposes of this section):
- (iii) pay all costs and expenses incurred with their written consent, and shall be entitled at their discretion to arrange for representation at any inquest or inquiry in respect of any death which may be the subject of indemnity under this Sub Section, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this Sub Section. Provided that the total of Our liability under both this extension and Sub Section B shall not exceed the limit of indemnity stated to apply to Sub Section B.
- (iv) Indemnify any person who is driving or using such vehicle on Your order or with Your permission provided that:
 - a) Such person shall as though he were You observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply.
 - b) **Such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer.**
 - c) **Indemnity shall not apply in respect of claims made by any member of the same household as such person.**
 - d) Such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable there under.
- (v) Indemnify You while personally driving or using a private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided You as an individual and have insured hereunder a vehicle described under definition a) or b), and provided **We shall not be liable for damage to the vehicle being driven or used.**
- (vi) Indemnify You in respect of liability arising from the towing by an insured vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided **We shall not be liable for damage to the towed vehicle or trailer nor to property therein or thereon.**

Exceptions to Sub Section B

We shall not be liable under this section in respect of:

- a) So much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been affected.
- b) Death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from an insured vehicle described in definition (b), (c), (d) and (e).
- c) Liability arising from the operation, demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.
- d) All and any costs incurred in connection with the cleaning up or removal of or otherwise handling of anything of whatsoever nature conveyed in or on the vehicle.

Limits of indemnity

Unless otherwise stated Our liability under this section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Sub Section C Medical Expenses

If any occupant of an insured vehicle shall in direct connection with such vehicle sustain bodily injury by violent, accidental, external and visible means, We will pay to You the medical expenses in connection with such injury up to the sum of R10 000 in respect of each person injured but not exceeding R30 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event. The amount payable shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation. The term medical expenses includes any costs incurred to free such injured occupant from the vehicle or to bring such injured occupant to a place where medical treatment can be given.

Compensation for injury to passengers carried in commercial vehicles will not be provided should such passenger not be carried in the permanently enclosed passenger carrying compartment of such vehicle.

Definitions

Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle or part of a combination of vehicles in respect of which indemnity is provided by this insurance.

Vehicle

The term vehicle shall mean

- a. private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver) and light commercial vehicles with a GVM (Gross Vehicle Mass) less than 3 500 kilograms or vehicles designed to seat up to 9 persons including the driver.
- b. commercial vehicles and special type vehicles as described in the schedule.
- c. motor cycles (including motor scooters and 3-wheeled vehicles).
- d. buses (including any vehicle used for business purposes and designed to seat more than 9 persons including the driver).
- e. trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto.

Extensions

1. Contingent liability extension (if stated in the schedule to be included)

The indemnity under Sub Section B shall include claims made against:

- a) You in the event of an accident arising in the course of the business and caused by or through or in connection with any motor

vehicle, not the property of or provided by You, while being used by any partner or director or employee of Yours (hereinafter in this extension referred to as such person).

- b) Any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to You or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer.

Provided that:

- (i) You or any such person is not entitled to indemnity under any other policy.
- (ii) the extension excludes any compensation or claim which falls within the scope of any compulsory motor vehicle insurance enactment.
- (iii) all words in (b) of the Exceptions to Sub Section B are deleted.
- (iv) We shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and above.
- (v) the payment by You of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of Yours, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension.
- (vi) if at the time of the occurrence of any accident giving rise to a claim under this extension You or such person is entitled to Indemnity under any other policy in respect of the same occurrence, We shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy.

The terms exceptions and conditions of the policy shall otherwise apply.

2. Passenger liability extension (if stated in the schedule to be included)

Exception (b) to Sub Section B shall not apply to vehicles described in definition (b), other than special types, or in definition (d) or (e) provided that cover will be restricted to the passenger being carried in the passenger compartment, and the limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule

3. Unauthorised passenger liability extension (if stated in the schedule to be included)

The indemnity under Sub Section B, notwithstanding exception (b) thereto, extends to cover Your legal liability for death of or bodily injury to persons other than employees while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of Your written instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

4. Parking facilities and movements of third party vehicles (if stated in the schedule to be included)

This section extends to indemnify You in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to You) by any person in Your employ or acting on the Your behalf, provided always that such vehicle was being moved:

- (i) with the authority of any tenant, customer or visitor of Yours, or
- (ii) in connection with Your parking arrangements, or
- (iii) to facilitate the carrying out of Your business, and provided further that **this extension shall not apply in respect of damage to vehicles which are parked for reward.**

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or Your custody or control.

5. Windscreen extension PRIVATE CARS AND LDV'S ONLY

The provisions of this section relating to the Excess shall not apply to any payment for damage to windscreen, side glass or rear glass forming part of any vehicle, provided that:

- (i) no other damage has been caused to the vehicle giving rise to a claim under the policy.
- (ii) You shall be responsible for the Excess stated in the schedule of each and every loss.
- (iii) This extension shall not apply to any vehicle described in definition b) c) d) or e).
- (iv) Our liability shall not exceed, in respect of any one event, the amount stated in the schedule.

6. Cross liabilities

Where more than one insured is named in the schedule We will indemnify You separately and not jointly and any liability arising between You shall be treated as though separate policies had been issued to each, provided that Our aggregate liability shall not exceed the sum insured stated in the schedule.

7. Loss of keys extension

We will indemnify You in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the re-programming of any coded alarm system of any insured vehicle following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

- (i) Our liability shall not exceed, in respect of any one event, the amount stated in the schedule.

8. Cross Border conditions

In respect of a claim following an accident in Angola, Zambia, Mozambique, Tanzania, Zimbabwe and the Democratic Republic of the Congo up to and including Kolwezi, **the cover does not include:**

- a) **Parts stripped from the vehicle whilst left unguarded at the scene of the accident or whilst in transit back to the Republic of South Africa.**
- b) **Any amount payable for recovery and storage costs from the accident site to the nearest Republic of South Africa border post exceeding R25 000.**
- c) **Sub Section B – Liability to Third Parties.**

9. Constructive total loss outside the Republic of South Africa

If following an accident Your vehicle is not returned to the Republic of South Africa then the following will apply:

- (a) We will settle the claim for the estimated cost of repair or the lesser of the Retail value or the sum stated as maximum indemnity less:
 - (i) the Excess.
 - (ii) the value of the salvage calculated on the basis of what would have been realised if the vehicle had been recovered and had been returned to a major centre in the Republic of South Africa.
- (b) on payment as set out herein, the salvage shall belong to You.

10. Additional Cross Border Towing/Recovery Expenses (if stated in the schedule to be included)

We will pay the additional costs incurred in excess of the costs covered under Sub Section A Defined Events proviso (vi) for recovery and towing of Your vehicle to the nearest border of the Republic of South Africa.

Provided that:

- (i) Such payment will be limited to the amount as specified in the schedule but not exceeding the maximum limit of R100 000.
- (ii) There must be a valid claim under the underlying policy.
- (iii) **We shall not be liable for any cost or duties payable to authorities in repatriating Your vehicle to the South African side of the border.**

11. 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 loss or 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 occurrence referred to in a), above;

Provided that this extension does not cover:

- (a) **loss or damage occurring in the Republic of South Africa and Namibia;**
- (b) **consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;**
- (c) **loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;**
- (d) **loss or damage occasioned by permanent or temporary dispossession resulting from confiscation**

commandeering or requisition by any lawfully constituted authority;

- (e) loss or damage related to or caused by any occurrence referred to in General exception 1 A: a, b,(i),(ii), c, e or f, 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 We allege that, by reason of General exception 1 A: a, b(i),(ii), c, e or f, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

12. Fire extinguishing charges

Any costs relating to the extinguishing or fighting of fire shall be deemed to be damage to Your property and shall be payable in addition to any other payment for which We shall be liable in terms of this policy provided that Our liability shall not exceed, in respect of any one event, the amount stated in the schedule.

13. Wreckage removal

The cover provided under Sub Section A of this policy is extended to include the costs and expenses incurred by You in respect of the clearing up and removal of debris, wreckage and fuels and lubricants of any insured vehicle (but excluding any property conveyed) following the occurrence of an insured event provided that Our liability shall not exceed, in respect of any one event, the amount stated in the schedule.

14. Fixed Value indemnity (if stated in the schedule to be included)

In the event that Your vehicle is involved in an accident and the extent of the damage results in Your vehicle being written off or if Your vehicle is stolen or hijacked and not recovered then We will pay You the Fixed Value as noted in the schedule. Fixed Value is deemed to be the retail value including accessories and fitted extras of Your vehicle when You first elected to insure on this basis on condition that there has been no lapse in cover.

Provided that:

- (i) For the purposes of this extension, the definition of Vehicle shall be amended to include only brand new (code 1) or used (code 2) Heavy Commercial vehicles with a Gross Vehicle Mass exceeding 3,500 kilograms, Trailers and Busses. **No special types, private vehicles, specially modified, rebuilt or previously written off vehicles, including code 3 vehicles can be insured under this extension.**
- (ii) In order for You to enjoy the Fixed Value cover, You must make timeous and continual premium payments when the payments fall due. If the policy lapses or is cancelled for any reason, and You want to reinstate the policy or take out a new policy then the Fixed Value will be the Retail Value from the date when the policy is reinstated. The Fixed Value shall not be the original value but will be the reduced reinstatement value calculated at the date of reinstated cover inception.

15. Agreed Value (if stated in the schedule to be included)

In the event of a hijack or theft or a constructive total loss as determined by Us, We will calculate settlement based on the Agreed Value of Your vehicle at the time of the loss.

Provided that:-

- (i) The Agreed Value must be revised by You and agreed thereto by Us on each annual anniversary date of the Policy. In the event that You fail to do so, We will apply the Retail Value as basis of settlement.
- (ii) The Agreed Value is inclusive of all extras fitted to Your vehicle.
- (iii) Cancellation and subsequent reinstatement of the policy will require new Agreed Values to be submitted and accepted by Us.
- (iv) The Agreed Value indemnity cannot exceed Retail Value plus a maximum of 20% calculated at date of loss event.

16. Theft or Hijack Excess Helper (if stated in the schedule to be included)

- (a) In the event of the occurrence of a loss as defined under Sub Section A of the policy arising out of the Theft of an entire vehicle or theft of tyres and accessories, We will pay to You the amount of the Excess paid or payable by You in respect of such loss for any vehicle described in the schedule.

Provided that:

- (i) Payment has been made under Section 1 of this policy.
- (ii) We shall not be liable for the Excess stated under this extension in the schedule.
- (iii) The maximum amount payable by Us shall not exceed the Sum insured stated in the schedule.

- (iv) No amount shall be payable to You until the expiry of a period of four consecutive weeks from the date of the loss in the event of a theft or hijack of the entire vehicle.
- (v) In the event of the vehicle being recovered after any payment is made to You in terms of this extension, We shall be entitled to a rateable proportion of the salvage.

(b) In the event of theft of tyres, wheels, rims, communication, security and / or vehicle management equipment when the vehicle is not stolen or hijacked in the same incident, We will pay to You the costs incurred to replace such items.

Provided that:

- (i) The maximum indemnity for this cover is R40 000 per occurrence.
- (ii) The excess payable is R5 000 per occurrence.
- (iii) The basis of indemnity for any claim for tyres, wheels and/or rims will be 75% of the replacement cost for such items at the time of the loss.
- (iv) Exception (5) of Sub Section A loss or damage is deleted.

17. Own Damage Excess Helper (if stated in the schedule to be included)

In the event of the occurrence of a loss as defined under Sub Section A of this policy, **other than theft or hijack, windscreen or glass damage**, We will pay to You the amount of the Excess paid or payable by You in respect of such loss for any insured vehicle described in the schedule.

Provided that:

- (i) We have accepted liability under Sub Section A of this policy.
- (ii) We shall not be liable for the amount stated in the schedule as the excess payable under this extension.
- (iii) The maximum amount payable by Us shall not exceed the Sum Insured stated in the schedule.

18. Loss Of Use (if stated in the schedule to be included)

In the event of the occurrence of a loss as defined under Sub Section A of the underlying policy resulting in You being deprived of the use of Your vehicle, We will pay to You the weekly benefit stated in the schedule for each week normally worked by You for which You are deprived of the use of Your vehicle commencing from the date of the written notification of the claim to Us. **In the event that You should delay the submission of claims documents, or in any other way delay the normal claims handling process, then We will reserve the right to review the commencement date of this benefit.**

Provided that:

- (i) We shall not be liable for the Excess Period stated in the schedule.
- (ii) The maximum amount payable by Us shall not exceed the Sum Insured stated in the schedule.
- (iii) All benefit under this extension shall cease on the day that the repairs are completed. In the event of any dispute as to the completion date of the repairs We reserve the right to appoint an independent assessor whose ruling in this regard will be binding on both parties.
- (iv) In the event that a vehicle has been declared a total loss, or has been stolen or hijacked and not recovered, then cover will cease on the date on which the original agreement of loss is tendered. The maximum period of cover is as stated on the schedule but shall not exceed 6 weeks from date of loss for total loss settlements.

19. Credit Shortfall (if stated in the schedule to be included)

If any total loss settlement under Sub Section A is less than the amount owing to the financier under a current instalment sale or lease agreement, We will pay to You an additional amount equal to the shortfall less:

- (i) any arrears instalments or rentals including interest payable on such arrears.
- (ii) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle.
- (iii) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled. the first amount payable under Sub Section A.

Provided that:

- a) the amounts payable shall not exceed the maximum indemnity as stated on the schedule.

- b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment.
- c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease, the cover under this extension shall be void.
- d) the excess payable as stated on the schedule shall be deducted from the settlement due.

20. Third Party Excess Helper (if stated in the schedule to be included)

We will reimburse You for the excess deducted from any claim paid by Us for a claim against You by a third party.

Provided that:

- (i) The excess is reflected in the Policy or Schedule.
- (ii) We have agreed in writing to indemnify You.
- (iii) Sum insured is as stated on the schedule.

21. All Risks Cover (if stated in the schedule to be included)

We will indemnify You by payment or replacement up to the maximum amount shown in the schedule less any excess payable, for loss of or damage to:

- (i) Communication Devices and Equipment fitted to Your vehicle.
- (ii) Any Tracking Device or Vehicle Management system fitted to Your vehicle.
- (iii) Any cell phone carried by the driver employed by You whilst such driver is in charge of Your vehicle.
- (iv) Gensets used on insured vehicles

We will not be liable under this extension for:

- a) Loss or damage recoverable in terms of any other insurance policy providing cover for Your items.
- b) Any pre-existing damage or defects.
- c) Theft from any unattended insured vehicle, unless Your vehicle has been involved in a road accident or sustained a breakdown and, due to circumstances beyond the control of the Driver or crew, Your vehicle is of necessity left unprotected.
- d) Loss or damage whilst Your vehicle or Your property is undergoing a process of cleaning, repair, alteration or restoration.
- e) Loss or damage caused by inherent vice or defect, vermin, insects, damp, mildew, rust or ingress of water.
- f) Malicious damage by any principal, partner, director, or employee of Yours.
- g) Detention, confiscation or requisition by any customs, military or police officials.
- h) Wear and tear or gradual deterioration.
- i) Mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by any accident or misfortune which is not excluded under this policy.

The basis on which We will calculate the indemnity under this extension, which will always be limited in total to the amounts reflected in the Schedule, will be as follows:

- (i) The replacement of Your item by a similar item in a similar condition, or
 - (ii) The repair of Your items to a condition substantially the same.
- whichever is the lesser amount.

Provided that if, at the time of the loss, the sum representing the cost which would have been incurred in replacement if the whole of the property had been lost, destroyed or damaged beyond repair, exceeds the sum insured thereon then average shall apply so that You shall be considered as being their own insurer for the difference and You will bear a rateable proportion of the loss accordingly.

22. Non-Accident Towing Costs (if included in the schedule)

Should the insured vehicle become disabled whilst operating within the Republic of South Africa, as a result of mechanical or electrical breakdown, We will pay the cost of towing the vehicle to the nearest repairer.

Provided that:

1. The insured vehicle is the property of the insured and not a rented vehicle.
2. You must contact our Call Centre on 0861 000493 to arrange towing. Costs will not be reimbursed for any towing fees incurred which have not been authorised by Truck Assist.
3. Our liability shall not exceed R15 000 any one call out.

We shall not be liable to pay for:

- (a) Storage fees for the insured vehicle, either before or after repairs have been done.
- (b) Costs to repair the insured vehicle.
- (c) Breakdowns outside the borders of R.S.A.

23. Spillage and Leakage Liability Extension.

Notwithstanding the provisions of exception (d) to Exceptions to Sub Section B, Our Liability is extended to include costs and expenses incurred by You for clean-up and remedial procedures to remove or repair the effects of spillage and leakage of any substance carried on or by the insured vehicle limited to R250 000 any one occurrence Provided that in respect of each and every occurrence giving rise to a claim under this extension, You will be responsible for the first amount payable of R25 000 of any such cost and expense.

Provided further that this extension shall not be applicable in the event that cover for the same event whether incorporated in this policy or any other policy is in force at the time of liability giving rise to a claim under this extension.

This extension does not provide cover for any costs and expenses associated with the spillage of Dangerous Goods as identified and classified by the code of practice SABS 0228

24. Trailer link indemnity

In the event of Total loss of or damage to a trailer specified in the schedule and operating as a trailer combination at the time of such loss or damage, You may elect to treat the whole trailer combination as a total loss, provided that each of the trailers operating as a trailer combination are specified in the schedule.

The first amount payable as stated in the schedule in respect of each trailer shall remain applicable.

Memoranda**1. Premium adjustment clause**

If this policy is issued on a non-specified vehicle basis, You shall submit to Us at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. We shall upon receipt of this declaration make premium adjustment at 50 per cent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

2. In respect of Sub Sections B and C only, general exception 1 is deleted and replaced by the following:

This section does not cover war, invasion, act of foreign enemy hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

3. Description of use clause

Used for social, domestic and pleasure purposes and for Your business or occupation excluding hiring, racing, speed or other contests, rallies, trails, carriage of explosives, carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to You in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

4. Excess

In respect of each and every occurrence giving rise to a claim under this policy, You shall be responsible for the Excess payable as stated in the schedule (according to the type of vehicle), of any expenditure (or any less expenditure which may be incurred), being the first amount payable for which provision is made under this policy (including any payment in respect of costs, expenses and fees) and of any expenditure by Us in the exercise of any discretion it may have under this policy. If the expenditure incurred by Us shall include any Excess for which You are responsible, such amount shall be paid by You to Us forthwith.

5. Jurisdiction Clause

We shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from You in respect of judgements delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within the Republic of South Africa, Namibia, Botswana, Lesotho or Swaziland.

Basis of Cover

Third party only limitation (if stated in the schedule to be applicable)

Sub Sections A and C are cancelled.

Third party, fire and theft only limitation (if stated in the schedule to be applicable)

Our liability under Sub Section A is restricted solely to loss or damage resulting from fire, self ignition, lightning or explosion or by theft or any attempt thereat. Further, Sub Section C is cancelled.

Specific exceptions

1. We shall not be liable for any accident, injury, damage or liability:
 - a) whilst the vehicle is being used otherwise than in accordance with the description of use clause.
 - b) incurred outside the Territorial Limits.
 - c) incurred while any vehicle is being driven by:
 - (i) You while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle.
 - (ii) Any other person with the general knowledge and Your consent who is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by or taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle.

Provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Defined Events of Sub Section A or if the license is not required by law or while such driver is learning to drive and is complying with the laws relating to learners.

2. We shall not be liable for any claim arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.
3. If Your vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle, driver or operator at the time of any accident giving rise to a claim in terms of this Policy is found not to comply with the National Road Traffic Act No. 9 of 1996 (as amended) and the regulations issued there under or any relevant traffic ordinance insofar as they apply to vehicle licenses, clearance certificates, operators permits, drivers licences, Professional Drivers Permits and dangerous goods then all benefit under this Policy shall be forfeited.
4. If Your vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle at the time of any incident giving rise to a claim in terms of this Policy, is found to be in a state or condition which is not roadworthy or does not comply with Part II of the regulations and standards promulgated in terms of the National Road Traffic Act No 93 1996 (as amended) then all benefit under this Policy shall be forfeited.
5. If Your vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle either singularly or in combination, at the time of any incident giving rise to a claim in terms of this Policy, is found to be overloaded as provided for in terms of the National Road Traffic Act No 93 1996 (as amended) and the regulations issued there under or where the combined mass of the combination of vehicles and the load thereon exceeds 56 000 kilograms, then all benefit under this Policy shall be forfeited.

Specific Condition

If during the currency of this Policy any driver's license in favour of You or their authorised driver is endorsed, suspended or cancelled or if he or they shall be charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to Us immediately You have knowledge of such fact. Failure to advise Us of any of the abovementioned circumstances will result in

the following:

- (i) "Suspension or cancellation of drivers license" - **No cover under this policy until suspension is lifted or license reinstated.**
- (ii) "Any other charges or license endorsements". An additional excess will be payable as follows:
 - a) Vehicle definitions a) and c) - R1 000.
 - b) Vehicle definitions b),d) and e) - R5 000.

SECTION 2 GOODS IN TRANSIT

Introduction

This section forms part of the policy if an insured value is shown in the policy schedule for this section and a premium has been presented for payment. If so, the content of this section must be read together with the General Conditions, Exclusions and Provisions in this policy document, and any terms and conditions stated in the policy schedule.

This section and schedule, together with the General Conditions, Exclusions and Provisions and the duly completed and received application for insurance and any endorsements shall be read together as one contract and any word or expression to which a specific meaning has been attached in any part of this section shall bear the same meaning wherever it may appear.

Defined Events

1. If the Defined Events in the schedule are stated as being All Risks, cover applicable in terms of this section will be:
 - a) New goods transported in a fully enclosed / fully tarpaulined vehicle:
 - i) Against All Risks of physical loss or damage to the Subject Matter insured, subject to the terms, conditions and exclusions of the policy. Excluding loss or damage resulting from variation in temperature howsoever caused, unless otherwise specifically stated in the schedule to include DOS (deterioration of refrigerated stock), in which case cover is extended to include loss or damage to the subject matter insured resulting from variation in temperature attributable to breakdown or malfunction of refrigeration machinery resulting in its stoppage or malfunctioning, with the onus of proving such breakdown or malfunction resting on You. **This cover extension shall not apply whilst the subject matter insured is being transported in a refrigerated shipping container.**
 - ii) If specifically included in the schedule, cover is extended to include physical loss or damage to temperature controlled subject matter insured as a result of deterioration of the consignment caused by the incorrect temperature setting of the refrigerating unit. The onus of proof that an incorrect setting did occur rests with You.

Temperature setting specifically and only refers to the incorrect setting of the required temperature via the electronic keypad of the refrigerating unit. **Incorrect setting of airflow intake/outflow/circulation is excluded.**

Providing always that the responsibility for setting the temperature correctly rests solely with You, **failing which no cover exists under this extension of cover.**

This cover does not extend to cargo within temperature controlled / reefer containers.

It is warranted that the refrigerating equipment and ancillary equipment has been serviced and maintained by approved agents of the manufacturer of the refrigerating equipment within no less than 3 (three) months prior to the loss occurring, **failing which no cover exists for any losses relating to deterioration of refrigerated goods.**

- b) Insured goods not in fully enclosed conveyances, used/secondhand goods, containers and imported goods collected from any port, airport or container terminal

All risks of physical loss or damage to the insured goods as a direct result of an unexpected and unforeseen event not otherwise excluded. Loss or damage as a direct result of mechanical/electrical or electronic derangement, rust, oxidation, contact with water, moisture, discolouration, chipping, denting, scratching and cutting, is specifically excluded unless caused by the following defined events:

- i) Fire, explosion, lightning, earthquake and volcanic eruption, including resultant smoke and water damage.
- ii) Overturning of the conveyance.
- iii) Collision of the conveyance and/or the insured goods with an object external to itself and the conveyance.
- iv) Hijacking, theft or robbery or any attempt thereof of the conveyance or insured goods.

- c) Livestock

Cover is restricted to death or humane killing within 24 (twenty four) hours of, and as a direct result of the following defined events:

- i) Fire, explosion, lighting, earthquake and volcanic eruption, including resultant smoke and water damage.
- ii) Overturning of the conveyance.

- iii) Collision of the conveyance and/or Your cargo with an object external to itself and the conveyance.
 - iv) Theft following an insured peril.
 - v) Bolting following an insured peril.
 - vi) Hijacking of the conveyance.
- 2) If the Defined Events in the schedule are stated as being Fire, collision, overturning, theft following and hijack, cover applicable in terms of this section will be:

Against the risk of fire, collision of conveying vehicle, collision of the load or container with external objects, overturning of the conveying vehicle, theft following an insured peril and hijacking as defined herein.

- 3) If the Defined Events in the schedule are stated as being limited to any specific perils only, cover applicable in terms of this section will be limited to these specified perils only, as these specified perils are interpreted in terms of this section.

Specific exclusions and warranties

1. We shall not be liable to pay for:
 - a) Loss or damage attributable to Your wilful misconduct.
 - b) Ordinary loss in weight or volume, ordinary wear and tear or loss or damage caused by inherent vice or nature of the Subject Matter insured.
 - c) Loss or damage caused by insufficiency or unsuitability of packing , covering or securing of the Subject Matter insured in or on the conveying vehicle where such packaging, stowing and securing of the Subject Matter could not withstand the normal hazards of transit.
 - d) Loss or damage caused by delay, even though the delay be caused by an insured peril.
 - e) Loss or damage caused by capture, seizure, arrest, restraint or detention (hijacking excepted) of the Subject Matter insured.
 - f) Consequential loss, including but not limited to loss of profits, penalties, guarantees and extraordinary reproduction costs.
 - g) Loss or damage whilst the Subject Matter insured is in the care of any subcontractor or person other than You named in the policy schedule, unless otherwise stipulated.
 - h) Loss or damage arising from the dishonesty of any partner, member, director or employee of Yours whether acting alone or in collusion with others. This exclusion shall not apply to any driver or driver assistant.
 - i) Loss or damage where the Subject Matter has been subcontracted by You or by Your subcontractor to any illegitimate, fraudulent, non – existing or fictitious subcontractor.

2. It is warranted that cover is limited or excluded under any of the following circumstances:
 - a) Loss or damage by theft or pilferage (or any attempt thereat) of the Subject Matter insured from any conveying vehicle unless a person in lawful control of the conveying vehicle or a duly registered security guard remains with the conveying vehicle at all times or at the time of loss, the conveying vehicle is parked in a securely fenced and enclosed yard or at a recognised truck stop operated specifically as a parking facility that provides 24 hour security for parked vehicles.

 - b) Whilst any conveying vehicle is being driven by:
 - i) You while under the influence of intoxicating liquor or drugs (unless administered by or prescribed by and taken in accordance with instructions of a member of the medical profession other than himself) or while not licensed to drive such vehicle.
 - ii) Any other person with Your general consent who to Your knowledge is under the influence of intoxicating liquor or drugs (unless administered by or prescribed by or taken in accordance with the instructions of a member of the medical profession other than himself) or who is not licensed to drive such vehicle.

 - b) Whilst any conveying vehicle or any other vehicle forming a part of a combination of vehicles together with the conveying vehicle, driver or operator at the time of any accident giving rise to a claim in terms of this section, is found not to comply with the National Traffic Act No.9 of 1996 (as amended) and the regulations issued there under or any relevant traffic ordinance insofar as they apply to vehicle licences, clearance certificates, operators permits, drivers licences, Professional Driver Permits and Dangerous Goods Permits.

 - c) Whilst the conveying vehicle or any other vehicle forming a part of a combination of vehicles together with the conveying vehicle, at the time of any incident giving rise to a claim in terms of this section, is found to be in a state or condition which is not roadworthy or does not comply with Part II of the regulations and standards promulgated in terms of the National Road Traffic Act No. 93 of 1996 (as amended).

- d) If the conveying vehicle or any other vehicle forming a part of a combination of vehicles together with the conveying vehicle, either singularly or in combination, at the time of any incident giving rise to a claim in terms of this section is found to be overloaded as provided for in terms of the National Road Traffic Act No.93 of 1996 (as amended) and the regulations issued there under by more than 5% of the weight such vehicle combination is licensed to carry, then all benefit under this section shall be forfeited.
Provided further that You can prove that overloading to a maximum of 5% as stated above was not deliberate and was outside Your control.
3. We will not be liable for loss, damage or expense directly or indirectly resulting from or caused by:
- a) Contamination of the Subject Matter by residue or remains of previously conveyed loads.
 - b) Water damage including rust, oxidation and /or discolouration where protective coverings, including tarpaulins, were not in a sound and water repellent condition or resulting from lack of or inadequate protective covers.
 - c) Insolvency or financial default of You or of Your agents or sub-contractors.
 - d) Unexplained or unaccountable shortages.
 - e) Any loss or damage occurring outside the territorial limits stated in the schedule.
 - f) Non-compliance with any term, condition or warranty herein contained.

Specific Conditions:

1. Section Limit/Maximum Sum Insured

As per schedule (inclusive of VAT) any one vehicle per transit unless otherwise declared to and accepted by Us prior to loss. Where separate limits are stipulated on the schedule divided into separate classifications (example: into commodity types), these limits are not cumulative, other than in the case of cover for tarpaulins where cover will be additional to maximum section limits.

2. Subject Matter Insured

Goods conveyed by You on behalf of their clients as stipulated in the policy schedule and not otherwise excluded, packaging materials, pallets, receptacles, covers, boxes and / or labels and tarpaulins, cargo nets, corner plates and shipping containers.

3. Means Of Conveyance

Cover is limited to goods entrusted to You whilst these are being conveyed on vehicles (and any trailers attached thereto at time of loss), as stipulated in the schedule by registration number, or as may be otherwise stipulated in the schedule.

4. Plant, Machinery and Equipment

In the event of loss or damage to second hand machinery / equipment, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part lost or damaged, as Your value bears to the value of new machinery / equipment. Excluding mechanical, electrical and /or electronic derangement.

5. Prevention of Loss

It is Your duty and anyone acting on Your behalf to take such measures as may be reasonable for the purpose of averting or minimizing any loss and / or damage recoverable hereunder.

With Our prior agreement , We will, in addition to any loss or damage recoverable hereunder, reimburse You for costs properly and reasonably incurred in pursuance of such measures , even if no loss or damage results. Such costs will be restricted to the amount as stated in the schedule unless otherwise agreed with Us prior to incurring any such costs. It is Your further duty to ensure that all rights against third parties are properly preserved and exercised.

6. Other insurance

If, at the time of any event giving rise to a claim under this section, any insurance exists with any other insurer covering You against the Defined Events, We shall be liable to make good only a rateable proportion of the amount payable by or to You in respect of such event. If any such other insurance is subject to average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

7. Period of insurance

Cover shall attach to all transits commencing on the date as stated in the schedule, and terminate on the date stated in the schedule (both days inclusive), and any subsequent period for which We may accept premium.

8. Duration

- i. Cover shall attach once loading of Your cargo has commenced at the point of loading, continue during the ordinary course of transit and terminate when Your cargo is off-loaded at any building or place of storage at the consignee's premises.
- ii. Cover shall be in force during loading and unloading of Your cargo provided such loading and unloading is Your responsibility and is under Your direct control and supervision. No cover will be in force whilst loading or unloading any live animal or plant.
- iii. Intermediate storage in the ordinary course of transit is covered provided that such period of storage does not exceed 96 (ninety six) hours. You warrant that such storage will be within a fully enclosed, secured and guarded premises.
- iv. The policy does not cover rigging or manoeuvring of any insured cargo before loading or after off-loading.

9. Value added tax (VAT)

We will settle claims as per terms and conditions applicable plus VAT where You is obliged to pay VAT in terms of South African Legislation.

10. Salvage disposal

In the event of loss or damage occurring which is recoverable under this section, You shall take all reasonable steps to mitigate the loss and shall preserve all recoverable salvage. We shall with the prior approval of the owner of the Subject Matter, be entitled to sell the salvage at the best possible price in order to mitigate the loss. Should the owner not approve the sale of the salvage by Us, We will nevertheless be entitled to reduce the claim by an amount equivalent to the reasonable salvage value as could have been obtained by Us or its agents.

11. Cutting

In the event of damage occurring to the Subject Matter, provided that it is practicable to use the sound portion or portions for the purpose for which they were originally intended, We may pay only for the proportionate value(s) of the damaged part(s) plus the cost of cutting off, less their salvage value if any.

12. Labels

In the event of damage being caused to labels, capsules or wrappers, We, if liable in terms of this section, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers and the cost of reconditioning the goods, but in no event shall We be liable for more than the value of the damaged Subject Matter.

13. Pairs and sets

If the Subject Matter consists of articles in pairs or sets, this section shall not pay more than the value of the particular part or parts which may be lost or damaged, without reference to any special value which such article may have as part of such pairs or sets, nor more than a proportionate part of the value of the pair or set.

14. Repairer

Provided that Our prior written approval has been obtained, the owner of the Subject Matter has the option of nominating the repairers to be employed (including themselves) where repairs by any other party would prejudice the right of the manufacturers' and/or suppliers' guarantees and/or warranties. We agree to pay the reasonable costs of the repairers nominated by the owner provided that such costs were agreed with Us prior to repairs commencing.

15. Parts replacement/ reinstatement

In respect of any claim for loss of or damage to any part of Your Subject Matter in consequence of a defined event, the amount recoverable hereunder shall not exceed such proportion of the cost of replacing the part lost or damaged as Your value bears to the value of the new item (including the reasonable cost of freight, other than by air).

The maximum payment by Us in the event of any part needed to replace or repair damage to such insured Subject Matter being unobtainable in RSA as a standard (ready manufactured) article, shall be a sum equal to the value of such part (including the

reasonable cost of freight, other than by air) at the time of loss, but not in any case exceeding such part's price as stated in the manufacturers last issued catalogue or price list.

16. **Settlement**

Settlement of any loss recoverable under this section will be to the benefit of the owner of the Subject Matter or their subrogated insurer or any other party as authorised in writing to Us by the owner or their subrogated insurer. Signature by either You or the owner of the Subject Matter to Our Agreement of Loss will discharge Us from any further obligations under this section.

17. **Container height**

If the conveying vehicle or any part of the vehicle combination is conveying a shipping container of which the combined combination and container height exceeds the legally permissible height, such contravention of applicable legislation will not prejudice a claim in terms of this section.

18. **Repatriation: (Outside RSA borders)**

This section covers the Subject Matter whilst on or in specified conveyances whilst travelling outside the borders of RSA but within the territorial limits as stated in the schedule.

If, following a recoverable claim, the Subject Matter is not returned to RSA and it is declared by Us to be a constructive total loss outside RSA then We will settle the claim in terms of the basis of valuation less:

- a) the first amount payable (excess); and
- b) the estimated value of salvage which would have been realized in RSA

On payment of the above, the salvage will belong to You or owners of the Subject Matter, as the case may be.

Cover in terms of the section will cease if Your cargo is abandoned outside RSA.

19. **First amount payable (Excess)**

Except where provided for specifically the amount payable under this section for each and every loss, damage or expense shall be reduced by the amount payable (excess) shown in the schedule for the applicable Defined Event or Extension.

20. **Hijacking Definition**

Seizure of insured cargo contained in or on the conveying vehicle or the theft of insured cargo, where such seizure or theft is accompanied by unlawful and forcible removal of the conveying vehicle to a destination other than originally intended, or accomplished by means of violence or threat of violence against the person or persons who, at the time of such seizure, are in actual control of such conveying vehicle carrying Your cargo.

21. **Brand Names or Trade Marks**

In the case of damage to the Subject Matter bearing a brand or trade mark, the sale of which carries or implies the guarantee of the supplier or owner, if required by You or the owner of the Subject Matter, the value of such salvage shall be determined only after the removal of brand or trademarks and if applicable, repacking into plain containers.

22. **Basis of valuation / indemnity**

The term basis of valuation / indemnity shall mean, unless otherwise agreed with Us prior to any transit commencing, the following:

- a) **NEW GOODS:** limited to suppliers selling price as is evident from commercial invoices or replacement value, whichever is the least.
- b) **GOODS (other than new):** the depreciated value or local market value at the time of the loss, whichever is the least.
- c) **FRESH PRODUCE:** the average market value for the commodity at the market of intended sale on the day of the intended sale, less agents' and market commission, less any costs not incurred or, if pre-sold, suppliers' invoice value, less any costs not incurred.
- d) **GOODS CARRIED IN TERMS OF A TRANSPORT CONTRACT:** the basis of settlement as agreed in writing and in terms of the Contract of Carriage / Transport
- e) **EX-IMPORTED CARGO:** delivered Cost Price at final destination as is evident from commercial invoices, including freight charges, duties, clearing costs and taxes (if incurred).
- f) **SHIPPING CONTAINERS:** depreciated Market Value (as determined by Cargo Owners) or Second-Hand Replacement Value at the time of loss, whichever may be the least.

Extensions:**1. Debris Removal and Environmental cleanup costs**

Following the operation of a Defined Event, this section is extended to cover, in addition to any other amount recoverable under this section, expenses reasonably incurred by You for the removal and disposal of debris of Your cargo, including expenses reasonably incurred by You in order to prevent or to mitigate pollution or contamination of the environment by Your cargo. In no circumstances shall this insurance cover any consequential loss, Third Party and Public Liability whatsoever. In no circumstances shall We be liable under this extension for more than the limit of indemnity as specified in the schedule.

2. Container Cover

Included under this insurance is cover for loss of and / or damage to any form of shipping containers including reefer and tanktainers whilst being transported and /or used to contain Your load. Cover for containers will be for the same extent of cover as provided under the Defined Events for the Subject Matter carried. The Value of containers is included in the Load Limit as specified for the Conveyance carrying the goods and container(s).

Indemnity under this section is limited to the settlement value for the lost or damaged goods and shipping container(s) forming part of the same load or the Load Limit specified in the schedule, whichever is the lesser.

3. Tarpaulins, Nets, Straps and Chains

This insurance is extended to cover in addition to any other amount recoverable hereunder, loss of and/or damage to tarpaulins, nets, straps and chains owned and used by You, which were on the conveying vehicle noted in the schedule at the time of loss. Cover is limited to loss or damage caused by fire, collision of the conveying vehicle, and /or the insured load with any external object, overturning of the conveying vehicle, theft following an insured peril and hijacking as defined herein. Indemnity is subject to the limit as noted in the schedule.

4. Alternative Conveyance Following a Breakdown or Related Problem

It is agreed that in the event of a breakdown of the conveying vehicle during transit or if, for any reason beyond the Your control, Your load is endangered, nothing contained in this section shall debar the use of any other goods vehicle to assist with the completion of the transit and the insurance afforded shall not be affected thereby, provided any risk management warranties applicable in terms of this section are complied with.

5. Fire extinguishing charges extension

If the Subject Matter described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section, We will in addition to indemnifying You for such loss or damage, pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed R25 000.

6. Salvage/recovery of Load Costs

The cover under this section is extended to include additional costs reasonably incurred by You in connection with goods conveyed which is covered in terms of this section, consequent upon an insured peril, which prevents the conveying vehicle from completing or continuing delivery of the goods to the predefined destination.

Reasonable costs shall include:

- a) sending alternative transport to the scene of the accident.
- b) unloading the Subject Matter from the damaged vehicle and reloading the Subject Matter onto an alternative vehicle.
- c) costs for protection of the load.

Provided that Our liability in terms of this extension shall not exceed R25 000 per event.

7. 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 loss or 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 occurrence referred to in a), above;
provided that this extension does not cover:
 - (a) loss or damage occurring in the Republic of South Africa and Namibia;
 - (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
 - (c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
 - (d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
 - (e) loss or damage related to or caused by any occurrence referred to in General exception 1 A: a, b,(i),(ii), c, e or f, 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 We allege that, by reason of General exception 1 A: a, b(i),(ii), c, e or f, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

8. Diversion of Subject Matter.

Cover shall apply where the Subject Matter is delivered to an incorrect delivery address fraudulently supplied, or is received at the correct destination address but diverted by fraudulent means by parties who are not the legitimate owners or consignees.

The onus of proof that the Subject Matter has been fraudulently diverted or stolen by persons other than the legitimate owners or consignees rests with You.