

MOTOR

Sub-section A (Loss or damage)

Defined events

Loss of or damage to any vehicle described in the schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, We will pay the reasonable cost of protection and removal to the nearest repairers and You may give instructions for repairs to be executed without Our prior consent to the extent of but not exceeding the amount stated in the schedule, provided that a detailed estimate is first obtained and immediately forwarded 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 or Malawi

provided that

1. 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 retail value of the vehicle and its accessories and spare parts at the time of such loss or damage**
2. We may, at its 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 reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such loss or damage**
3. if, to Our knowledge, the 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
4. in respect of each and every occurrence giving rise to a claim **(except a claim resulting from fire, lightning or explosion)** under this sub-section, You shall be responsible for the first amounts payable stated in the schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (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 insurance. If the expenditure incurred by Us shall include any first amount payable for which You are responsible, such amount shall be paid by You to Us forthwith
5. **We shall not be liable for more than the amount stated in the schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.**

Exceptions to sub-section A

We shall not be liable to pay for

- a. 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, electronic or electrical breakdowns, failures or breakages
- b. damage to tyres, mag's and rims by application of brakes or by road punctures, cuts or bursts
- c. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities
- d. detention, confiscation or requisition by customs or other officials or authorities.

Sub-section B (Liability to third parties)

Defined events

Any accident caused by or through or in connection with any vehicle described in the schedule or in connection with the loading and/or unloading of such vehicle in respect of which You and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of

- a. death of or bodily injury to any person, **but excluding death of or bodily injury to You or to any person in the Your employ arising from and in the course of such employment or being a member of the same household as You**
- b. damage to property **other than property belonging to You or held in trust by or in Your custody or 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 sub-section,

1. 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 subsection, **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**
2. indemnify any person who is driving or using such vehicle on Your orders or with the 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**
3. indemnify You while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided You are an individual and has insured hereunder a vehicle described under definition 2 a or b, **and provided We shall not be liable for damage to the vehicle being driven or used**
4. indemnify You in respect of liability arising from the towing by a 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 or to property therein or thereon.**

Exceptions to sub-section B

We shall not be liable under this sub-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 effected
- b. death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition b, c or d, at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg)
- c. **liability arising from the operation, demonstration or use** (for purposes other than maintenance or repair of the vehicle) **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.** This exclusion shall not apply to forklift trucks.

Limits of indemnity

Unless otherwise stated, Our liability under this sub-section in respect of anyone occurrence shall not exceed the limits of indemnity as stated in the schedule.

Sub-section C (Medical expenses)

Defined events

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, We will pay to You the medical expenses incurred as a result of such injury up to the amount stated in the schedule per injured occupant but not exceeding R20 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 under this sub-section 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 such vehicle or to bring such injured occupant to a place where medical treatment can be given.

Defined vehicle but only if it is insured under sub-section A	Specified Part of vehicle in which the injury may occur
1) Any private type motor car or motorised caravan	1) Anywhere inside the vehicle
2) Any other type if insured vehicle other than a bus or taxi	2) The permanently enclosed passenger-carrying compartment

Definitions

1. Occurrence

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

2. "Vehicle" owned by the Insured shall mean:

- a. any vehicle owned and/or financed by means of a lease,
- b. any vehicle temporarily used by the Insured with the knowledge of the Company and
- c. any vehicle replacing an insured vehicle whilst such vehicle is in disuse for purposes of servicing, maintenance and/or repairs

always subject to the Company's liability not exceeding

- i. the retail value of the replacement vehicle, or
- ii. the limit of indemnity of the replaced vehicle as stated in the Schedule, whichever is smaller.

The Company shall indemnify the Insured in respect of loss or damage to

- a. the vehicle to a maximum of the sum insured stated in the Schedule,
- b. any accessories and parts of the vehicle whilst attached to it, and
- c. accessories and improvements made in addition to those when new and specifically stated in the Schedule.

If any part, accessories or equipment that is necessary to repair damage to the vehicle is not available in the Republic of South Africa, the Company shall fulfil its liability by paying an amount equal to the value of such part, accessories or equipment at the time of the accident but not exceeding the manufacturer's latest quoted price in each case.

The word incident shall mean any incident or series of incidents resulting from one cause in relation to any single vehicle in respect of which indemnity is granted by this insurance.

3. Classes of Vehicles:

- a. Private motor vehicles and LDVs:
 - i. sedans, station wagons, SUVs, MPVs,
 - ii. self-propelled caravans including all permanent attachments, accessories and equipment as new,
 - iii. light delivery vehicles (LDV), combi-types and panel vans with carrying capacity not exceeding 1 500 kg, and
 - iv. combi-type vehicles (carrying capacity maximum 16 passengers / 1 500 kg – excluding any form of public transport)
- b. Commercial vehicles:
 - i. Light delivery vehicles (LDV), combi-type of panel vans with a carrying capacity of more than 1 500 kg, and
 - ii. Vehicles specifically modified or designed for accommodating commercial hunters and game viewing activities.
 - iii. Commercial vehicles Trucks and Mechanical Horses
- c. Motor Cycles:
 - i. two-, three- and four-wheel self-propelled motor cycles and
 - ii. scooters.
- d. Trailers:
 - i. any vehicle without self-propelling designed to be pulled by a self-propelled vehicle,

- ii. self-propelled lawnmowers and self-propelled golf carts including all permanent attachments, accessories and equipment like new, and
- iii. caravans and piggyback caravans without self-propelling including all permanent attachments, accessories and equipment like new.
- e. Special Type:
 - i. vehicles used for specialised purposes and/or as defined in the Schedule,
 - ii. fork lifts
 - iii. caterpillar tractors, bulldozers and hoists.
- f. Agricultural Implements:
 - i. agricultural tools and/or implements not normally self-propelled.
- g. Combines and Tractors:
 - i. agricultural tractors,
 - ii. self-propelled and tow-type agricultural combines with mowing tables (if not separately specified under (f) agricultural implements)

4. Description of Use

Motor vehicles exclusively used by farmers for

- a. farming purposes and/or
- b. social, household and pleasure trips, and/or
- c. for organised protection of the territory for the prevention of crime.

The indemnity of the Insured in respect of any vehicle shall apply whilst such insured vehicle is under the control and supervision of a member of the motor trade for purposes of overhauling, servicing or repairs.

Specific Exceptions with regard to the Use of Vehicle:

If any vehicle without the knowledge of the Company and without its exclusive permission

- a. is leased or subleased,
- b. is used for the transport of passengers for a consideration or the transport of fare-paying passengers (excluding in respect of hunting and game-viewing activities),
- c. participates in races, speed or other contests, rallies, time trials,
- d. is used for the transport of explosives,
- e. transports any freight or passengers exceeding the carrying capacity for which it was built or licensed, or
- f. is used for any purposes in connection with the motor trade, demonstration purposes and similar uses.

Extensions

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

The indemnity under sub-section B includes 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 Us**

Provided that

- i. all the words in b, of Exceptions to sub-section B are deleted
- ii. **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 b, above.**
- iii. 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
- iv. 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 indemnify 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.**
- v. 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 definitions c, or d. **The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.**

3. Passenger liability – employees outside the work context (if stated in the schedule to be included)

The liability of the Company shall not exceed R1 000 000 in respect of each and every claim or event limited to R250, 000 any one individual employee in any single insurance year. We shall indemnify You in terms of Subsection B against the death or bodily injury of an employee transported in or on, or ascending or descending any vehicle insured in respect of this Section as defined in Definition of Vehicle 2.(b) and 2.(e) but excluding caravans and piggyback caravans that are not self-propelled as defined in 2.(e)

Maximum number of passengers per vehicle:

- | | | |
|----|-------------------------------|---------------|
| a. | Trucks | 40 passengers |
| b. | Light Delivery Vehicles (LDV) | 10 passengers |
| c. | Trailers(Agricultural) | 30 passengers |

Provided that:

- a. the incident shall take place outside the work context,
- b. all sides of the loading area shall be provided with rails and
- c. the liability of the Company shall not exceed the amount stated in the Schedule in respect of any single event.

4. 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 while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of Your instructions to their driver not to carry passengers. **The limit of indemnity for anyone occurrence shall not exceed the amount stated in the schedule.**

5. Parking facilities and movement of third party vehicles extension (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 the employ of Yours or acting on Your behalf, provided always that such vehicle was being moved

- a. with the authority of any tenant, customer or visitor of Yours or
- b. in connection with Your parking arrangements or
- c. 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 in your custody or control.

6. Windscreen extension (if stated in the schedule to be included)

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle **provided that**

- a. **no other damage has been caused to the vehicle giving rise to a claim under the policy**
- b. **You shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.**

7. Waiver of subrogation rights

For the purposes of this section, We waive all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

8. Principals

Notwithstanding specific exception 2 of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by You for the purposes of the business, **provided that Our liability shall not exceed the limit of indemnity stated in the schedule.**

9. Cross liabilities

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

10. 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, b, c, d, 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 provisos a, b, c, d, or e, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

11. 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 reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or 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

- a. **Our liability shall not exceed the amount stated in the schedule, in respect of anyone event.**
- b. **such amount shall be reduced by the first amount payable stated in the schedule.**

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

12. Fire extinguishing charges extension

Any costs, up to the amount stated in the schedule, 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 may be liable in terms of this section, **provided You are legally liable for such costs and Your property was in danger from the fire.**

13. Wreckage removal extension

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by You in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under sub-section A of this section, Our limit of liability under this extension shall not exceed the amount stated in the schedule, in respect of anyone occurrence, unless the limit stated in the schedule exceeds R10 000 and additional premium is charged to apply to this extension.

14. Credit shortfall extension (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:

- a. any arrears instalments or rentals including interest payable on such arrears
- b. all refunds of premium for cancellation of any insurance cover relating to the motor vehicle
- c. 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
- d. the first amount payable under sub-section A

provided always that

- a. the amounts payable shall not exceed the maximum indemnity less the first amount payable under sub-section A
- 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 insurance by this extension shall be void.

15. Damage to Tyres - Tractors, Combines and Agricultural Equipment Comprehensively Covered Only

Cover has been extended to cover total loss and irreparable damage of tyres whilst on the items stated in the Schedule of this Section due to damage caused by invisible or hidden objects whilst on the road or on land or any other surface.

Provided that:

- a. Our liability shall not exceed a maximum of R25 000 (twenty five thousand rand) per tyre unless the value per tyre exceeding R25 000 (twenty five thousand rand) is stated in the schedule;
- b. You shall be responsible for the first 10% with a minimum of R300 in respect of each and every claim;
- c. We shall after damage at own expense have an inspection done by one or more approved tyre repairers to determine if the tyre can be repaired and what the percentage of wear and tear is;
- d. You shall then be regarded as Your own insurer for the portion equivalent to the value of the wear and tear;
- e. where both the tyres or tracks have to be replaced, due to the unique hydraulic system in some tractors Our liability shall not exceed the maximum of R25 000 per tyre plus the additional sum insured per tyre as specified in the schedule.

The provisions of this section relating to the basic first amount payable shall not apply to this extension.

16. Trauma Cover

We will indemnify You for the cost of treatment of any principal, partner, director or employee of Yours undergoing treatment by a registered psychologist as a result of their having been psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack.

The indemnity under this extension is limited to the amount stated in the schedule, in respect of any one claim or series of claims from one event.

17. Car Hire extension (if stated in the schedule to be included)

The provisions of a hired car under this section is not an admission of liability under this policy and applies only if the schedule shows that cover in this regard has been selected, and the relevant premium has been paid.

- a. In the event of a comprehensively insured vehicle being repaired due to a loss or damage covered under this section, or being irreparably damaged, stolen, or hi-jacked, we will compensate you up to the amount and period as stated in the schedule,

Provided that;

- a. The vehicle shall be hired from a registered car hire company approved by us;
- b. The cost of delivery, fuel and lubricants are for your own account

18. After an accident

If a comprehensively insured vehicle (other than a motorcycle, caravan or trailer) is damaged and where such damage is insured, We will pay for the hire of up to a 1 600 cc manual motor car (with radio, tape and air conditioning) or up to R300 per day for hire of a commercial vehicle (with radio, tape and air conditioning),

provided that

- a. in the case of a motor car, the vehicle is hired from the hire organisation designated by us
- b. We will not pay for fuel or lubricants
- c. cover does not apply if only window glass is damaged
- d. the period of hire commences from the date the vehicle is handed to the motor trade for repair
- e. cover will terminate when
 - i. You regain possession of the vehicle or
 - ii. You have had the hired vehicle for 30 days or
 - iii. We discharge our liability for total loss of the vehicle, whichever occurs first.

19. Replacement basis

In the event of a private type car (as defined in 2.) being stolen and not recovered within two weeks or damaged by an event insured by this section to the extent that it is, in Our opinion, beyond economical repair, We will, subject to the availability thereof, replace the car with a new one of the same make, model and type **provided that:**

- a. the maximum amount payable by Us for a new car, including vat, will not exceed the sum insured or limit of liability contained in this section
- b. such replacement has Your consent and any other party who is known by Us to have an interest in the stolen or damaged car
- c. once replaced, the stolen or damaged car becomes Our property
- d. the car is not older than 12 months at the time it is damaged or stolen nor has covered more than an average of 2 500 kms per month since it was purchased. The onus of providing the average kilometers travelled by the car rests upon You.

20. Repatriation Extension

1. In respect of a claim occurring whilst Your vehicle is being used in Zambia, Mozambique or any other country specified, **the cover does not include:**
 - a. Parts stripped from the vehicle whilst left unguarded at the scene of an accident or whilst in transit back to the Republic of South Africa.
 - b. Theft of spare parts and or any accessories on the vehicle.
 - c. Any amount payable exceeding R 10 000 for recovery costs (exceeding the first amount payable) under this sub-section
 - d. Sub – section B – liability to third parties.
2. If following an accident Your vehicle is not returned to the Republic of South Africa and it is declared a constructive total loss outside the Republic of South Africa:
 - a. We will settle the claim for the estimated cost of repairs of the lesser of the retail value and the maximum indemnity less:
 - i. The first amount payable
 - ii. The value of the salvage calculated as if the vehicle has been recovered and returned to a major repair centre in the Republic of South Africa;
 - b. On payment as set out in 2 , a, above the salvage shall belong to You

21. Maintenance of vehicle

You and/or anybody acting on Your behalf and/or any other person driving the vehicle with Your general knowledge and permission shall take all reasonable steps to safeguard any motor vehicle described in the Schedule against loss or damage and shall keep it in an adequate and roadworthy condition as defined in the laws of the country.

We reserve the right to inspect such motor vehicle at any time. In the event of any accident or breakdown **such vehicle shall not be left unattended without taking proper precautions to prevent further damage or loss and if such motor vehicle is driven before the necessary repairs have been made, any increase in the damage or further damage to such motor vehicle shall be entirely Your own risk.**

22. Emergency Accommodation Expenses

In the event of a loss or damage to Your vehicle We will pay for Emergency Accommodation Expenses necessarily incurred by Yu and any passenger/s up to the amount R500 per person per day for a maximum of one night and a maximum benefit of R 5 000 per occurrence subject to the loss or damage not occurring less than 200 kilometres from Your property

23. Removal and protection costs following mechanical breakdown (Applicable to private motor vehicles and light delivery vehicles only)

We will pay the costs of removal and protection in the event of mechanical or electrical breakdown of the vehicle up to an amount of R5 000 (five thousand rand).

This cover is limited to one occurrence in any 12 (twelve) consecutive months of insurance

24. Combines, grain tables and picker heads

We shall indemnify You in terms of Sub-Sections A and B in respect of grain tables and/or picker heads described in the Schedule whilst attached to the combine(s) mentioned in the Schedule or whilst detached there from **provided that whilst detached from such combine(s) it is not attached to any other combine(s).**

25. Loss of use of vehicle (Tractors, Combines, Trucks & Mechanical Horses) (If stated in the Schedule to be included)

In consideration of the payment of an additional premium We shall indemnify You for the hire of a tractor and/or combine (with driver if necessary) upon proof of an account by the supplier or lessor, **but not exceeding the number of days or the amount stated in the Schedule,** resulting from the loss of use of a tractor and/or combine stated in the Schedule through or as a result of any peril insured against in this Section which would normally constitute a claim under this Section.

It is a condition precedent to the acceptance of liability that in the event of an occurrence which results in a claim under this Section We will be given 30 (thirty) days written notice calculated from the date of the accident.

We are entitled to any recovery from third parties or their insurers in respect of loss of use of the insured tractor and/or combine

Provided that:

the Company will not be liable for:

- a. **loss or damage resulting from freezing or mechanical breakdown**
- b. **the supply of a tractor and/or combine**
- c. **any loss of or damage to any tractor and/or combine which in terms of this Extension is hired by the Insured after loss or damage.**
- d. **Our liability shall not exceed R50 000**

26. Death Benefit

In the event of an accident in respect of private type motorcars (as defined) and in the passenger carrying compartment of light delivery vehicles (LDV's) with a carrying capacity not exceeding 2 000kg resulting in Your death or Your spouse or the driver of the vehicle within 3 (three) months, We will pay to Your estate R5 000 (five thousand rand) as a contribution to death expenses.

27. Vehicle sharing

The acceptance of payment for giving lifts to passengers in private type motorcars (as defined) and in the passenger carrying compartment of light delivery vehicles (LDV's) with a carrying capacity not exceeding 2 000kg when it is part of a vehicle sharing agreement for social purposes or commuting, will not be regarded as excluded under the description of use conditions

Provide that:

- a. **the passengers are not being carried in the course of a passenger-carrying business**
- b. **the total payments received for such journeys do not involve any element of profit.**

28. Waiver of Excess (Private type motor cars, light delivery vehicles (LDV'S) and panel van only) (If stated in the Schedule to be included)

In consideration of the payment of an additional premium the Basic Compulsory First Amount Payable, (inclusive of window glass as defined), as stated is hereby cancelled

Provided that:

- a. this Extension applies to the Insured and his/her spouse only who are older than 25 (twenty five) years of age and have a valid drivers licence in excess of 5 (five) years
- b. this Extension is only applicable to motor vehicles as defined in terms of 3.(a)(i) Private Type Motor Vehicles and 3(a) (iii) Light Delivery Vehicles (LDV's) or Panel Vans with a carrying capacity not exceeding 2 000kg as defined in 3. (b) under the heading Definitions of this Section.

29. Waiver of excess individuals older than 55 (FIFTY FIVE)

If the Insured (individual) or his/her spouse is older than 55 (fifty five) years of age and the registered owner of a private type motorcar or a light delivery vehicle (LDV) with a carrying capacity not exceeding 2 000kg, which is involved in an event which may result into a claim under this Section then the Compulsory First Amount Payable will not be applicable

Provided that:

This waiver of First Amount Payable will not apply to:

- a. any other individual.

30. Motor vehicle accident death benefit for employees (If stated in the schedule to be included)

In consideration of the payment of an additional premium the Company shall indemnify the Insured in respect of the death of an employee being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this Section and described in Definition of Vehicles 3.(a), 3.(b) and 3.(d)(i) but excluding non-motorised caravans and pick-a-back caravans as defined in Definition 3.(d)(ii) & (iii)

Provided that:

- a. the vehicle is insured for Farming purposes under this Section and being used for farming activities at the time of the accident;
- b. the driver of such vehicle must be fully licensed at all times when in control of the said vehicle;
- c. cover only applies to the vehicle mentioned in the Schedule and the additional premium apply to that vehicle;
- d. at the time of the accident the employee being carried upon a trailer, the trailer being connected to a delivery vehicle, truck or a tractor;
- e. Our liability shall be limited to a maximum amount of R60 000 (sixty thousand rand) per employee but not exceeding R2 000 000 (two million rand) for death of all employees as a result of an occurrence or series of occurrences arising out of one event.
- f. cover is limited to the full time employee of the Insured and not applicable to any family member of the employee
- g. death occurs within 90 days of the accident

31. Recovery Costs

We shall indemnify You with the written consent of the insurer for reasonable costs incurred to recover Your undamaged vehicle if it is found after it has been stolen or hijacked up to a maximum of R8 000 in respect of recovery costs.

Warranties

Roadworthiness

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the vehicle/s being used in a condition which complies fully with the provisions and regulations of the National Road Traffic Act 93 of 1996, the National Road Traffic Regulations 2000 and / or any other applicable or subsequent legislation and / or regulations providing for the use of motor vehicles on a public roadway in South Africa or any similar legislation which applies to the countries as the territorial limits in the schedule.

If Your vehicle at the time of any accident giving rise to a claim in terms of this policy

- a. has not been issued with a properly authorised roadworthy certificate or any equivalent thereof in terms of the Act and/or the regulations which has not been invalidated by way of suspension, cancellation or any other cause, or
- b. is found to be in a state or condition which is deemed not roadworthy (either in terms of the Act, the regulations or any other reasonable basis) then all benefits under this policy shall be forfeited.

Driver license - public roads

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the driver of any vehicle/ being licensed to drive such vehicle in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, the National Road Traffic Regulations 2000 and / or any other applicable or subsequent legislation and /or regulations providing for the licensing of drivers of motor vehicles on a public roadway in South Africa.

Driver license - private roads

It is warranted that cover provided by the Motor Section, including all sub sections thereof, is strictly subject to the driver of any vehicle, whilst being driven on a private roadway, being licensed , in accordance with the terms, provisions and regulations of the National Road Traffic Act 108 of 1996, to drive such a vehicle of like description.

Specific condition

If, during the currency of this section, any driver's licence in Your favour or Your 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.

Memoranda**1. Premium adjustment clause**

If this section 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 a premium adjustment of 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. War clause

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

Use for social, domestic and pleasure purposes and use for the business or occupation of Yours **excluding hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or 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.

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

Sub-sections A and C and the No-Claim Rebate provisions 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 and the No-Claim Rebate provisions are cancelled.

Specific exceptions

1. We shall not be liable for any accident, injury, loss, damage or liability
 - a. whilst the vehicle is being used with the general knowledge and Your consent otherwise than in accordance with the description of use clause
 - b. incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and Mozambique, but We will indemnify You against loss of or damage to any vehicle while in transit by sea or air between ports or places in these territories including loading and unloading incidental to such transit

- 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 the 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 and 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/s
 - iii. or is under the control for the purpose of being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) to drive such a vehicle as required in terms of the National road Traffic Amendment Act of 1998 9as amended) -[Regulation 251 (1)].

This exception applies if the said person has held a PrDP but has not renewed it and is applicable to all drivers of

- goods Vehicles (gross vehicle mass (GVM) exceeding 3500 (three thousand five hundred) kilograms
 - breakdown vehicles
 - buses
 - mini buses with a GVM exceeding 3 500 (three five hundred) kilograms or with 12 (twelve) or more seats (including the driver)
 - motor vehicles conveying person for reward
 - motor vehicles conveying more than 12 (twelve) persons
- iv. but this shall not apply if You were unaware that the driver was unlicensed and You can prove to Our satisfaction that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles 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 Specific exception b, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learner drivers
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.

