

SECTION 1 MOTOR

Sub Section A Loss or damage

Defined events

Loss 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 reason of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding R5000 provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the permanent address of the insured in the area on 1 January 1976 constituted the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi.

provided that:

- (i) 1. The limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the company 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 or the outstanding balance of the relevant suspensive sale or lease agreement, whichever is the greater.
- (ii) The company 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 retail value of such vehicle and/or its accessories and spare parts at the time of such loss or damage.
- (iii) The amount of any loss or damage shall be limited to the reasonable cost of repair or replacement which may at the Company's discretion necessitate the use of second-hand parts or parts obtained from sources other than the agents.
- (iv) If to the knowledge of the company 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 the company in respect of such loss or damage.
- (v) The company shall not be liable for more than R10,000 in total any one occurrence in respect of the salvage and removal of the damaged vehicle to the nearest repairer or delivery to the insured after repair without prior agreement by the company.
- (vi) The company shall not be liable for more than 5% of the vehicle value 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 fitted telephones as supplied by the manufacturers of the vehicle when new.

Exception to Sub Section A

The company 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 or electrical breakdowns, failures or breakages.
- (b) Damage to tyres by application of brakes or by 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.
- (e) Loss of accessories or any part of any vehicle described in definition b) 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.

Special Condition – Security Requirements

Tracking Device Requirements – Applicable to All Self Propelled Vehicles exceeding R250,000 Limit of Indemnity
Theft cover is subject to the vehicle being fitted with a tracking device which has been stated by the company in writing as being acceptable. At the time of the loss the insured is 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 first amounts payable, by the insured, in terms of the policy shall be reduced to NIL.

Gearlock Requirements – Applicable to All LDV's; 4x4's and Minibus Vehicles, and also applicable to Private Cars exceeding R50,000 limit of indemnity

The Company shall not be liable for loss or damage by theft unless at the time of such theft the vehicle is fitted with a

gearlock for which a Vesa certificate has been issued and such gearlock is engaged and locked in accordance with the supplier's instructions whenever the vehicle is unattended and that all sets of gearlock keys and the Vesa certificate are made available to the Company, if requested.

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 vehicles against all sums including claimant's costs and expenses which the insured and/or any passengers shall become legally liable to in respect of

- (i) Death or bodily injury to any person but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured
- (ii) Damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by loaded onto or unloaded from such vehicle.

The company will also (in terms of and subject to the limitations of and for the purposes of this section).

- (vii) 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
- (viii) under this 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 section, provided that the limit of indemnity stated to sub section B.
- (ix) Indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
 - (i) Such person shall as though he were the insured observe, fulfil and be subject to the terms, exceptions and conditions of this insurance in so far as they can apply
 - (ii) Such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
 - (iii) Indemnity shall not apply in respect of claims made by any member of the same household as such person
 - (iv) Such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable there under
- (x) Indemnify the insured while personally driving or using private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition a) or b), and provided the company shall not be liable for damage to the vehicle being driven or used.
- (xi) Indemnify the insured 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 the company shall not be liable for damage to the towed vehicle or trailer nor to property therein or thereon.

Exception to Sub Section B

The company 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 effected
- b. Death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from a 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
- e. Liability arising whilst the Vehicle or any trailer attached thereto is conveying Dangerous Goods as provided for by Section 54 of the National Road Traffic Act, 1996 (as amended) and the regulations issued there under.

Limits of indemnity

Unless otherwise stated the liability of the company 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 any private type motor car motorised caravan or the permanently enclosed passenger carrying compartment of a commercial vehicle with carrying capacity not exceeding 22 000kg, whilst being used for social, domestic or pleasure purposes, insured hereunder shall in direct connection with such vehicle sustain bodily injury by violent accidental external and visible means, the company will pay the insured the medical expenses in connection with such injury up to the sum of R1, 000 in respect of each person injured after deduction of any amount recoverable in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993. The term medical expenses is deemed to include any costs incurred in connection with such occupant being freed from such vehicle or brought to a place where medical treatment can be given.

Definitions

1. 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.

2. 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 commercial vehicles of which the gross vehicle mass does not exceed 2000 kg
- b. Commercial vehicles and special type vehicles as described in the schedule
- c. Motor cycles (including motor scooters and 3-wheeled vehicles)
- d. busses (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 any such vehicle stated in the schedule or for which the company has agreed to add to the schedule.

Extensions

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

The indemnity under sub section B shall include made against

- a. The insured 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 nor provided by the insured while being used by any partner in or of or any director or employee of the insured (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 nor to the insured nor leased nor hired by either of them , but only in so far as such person has not been refused
- c. any motor insurance or continuance thereby by any insurer and not if such person is entitled to indemnity under any other policy

provided that:

- (i) the insured or any such person are not entitled to indemnity under any other policy
- (ii) the extension includes any compensation or claim which falls within the scope of the Compulsory Motor Vehicle Act No. 84 of 1986 (Republic of South Africa) or any amendment, replacement or substitution thereof
- (iii) all words in (b) of the exceptions to are deleted (iv) the company 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
- (iv) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriers of persons for such purposes, is allowed without prejudice to the insurance by this extension
- (v) if at the time of the occurrence of any accident giving rise to a claim under this extension the insured of such

person is entitled to indemnity under any other policy in respect of the same occurrence, the company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy

(vi) 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 (c), (d) or (e) provided that cover will be restricted to the passenger compartment, 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 section B, notwithstanding exception (b) thereto, extends to over the insured's 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 the insured's written instructions to their driver not to carry passengers.

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

This section extends to indemnify the insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not allowed or borrowed by or hired or leased to the insured) by any person in the employment of the insured or acting on the insured's behalf, provided always that such vehicle was being moved

- (a) with the authority of any tenant customer or visitor of the insured or
- (b) in connection with the insured's parking arrangements or
- (c) to facilitate the carrying out of the insured's business

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

5. Windscreen extension PRIVATE CARS AND LDV'S ONLY (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

- 1. no other damage has been caused to the vehicle giving rise to a claim under the policy
- 2. the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.
- 3. This extension shall not apply to any vehicle described in definition b) c) d) or e)
- 4. The company's 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 the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

7. Loss of keys extension (if stated in the schedule to be included)

The company will indemnify the insured 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 the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that

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

8. Repatriation extension (if stated in the schedule to be included)

- (i) notwithstanding the limitation under specific exception 1 (b) of this policy, the policy includes vehicles whilst travelling in Zambia, Mozambique and the Democratic Republic of the Congo up to and South of Lubumbashi.
- (ii) in respect of a claim following an accident in Zambia, Mozambique and the Democratic Republic of the Congo up to and South of Lubumbashi, the cover does not include
 - (i) 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
 - (ii) Any amount payable for recovery costs under this section exceeding R10,000
 - (iii) Section B – Liability to Third Parties

(iii) Constructive total loss outside the Republic of South Africa

If following an accident the insured vehicle is not returned to the Republic of South Africa then

- (a) the company will settle the claim for the estimated cost of repair or the lesser of the market value or the sum stated as maximum indemnity less
 - (i) the first amount payable
 - (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 in (iv) (a) above the salvage shall belong to the insured.

9. Fire extinguishing charges

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

10. Wreckage removal

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

Memoranda

1. Premium adjustment clause

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

2. In respect of 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 the insured excluding hiring, carriage of passengers for hire or carriage of fare paying passengers racing speed or other contests, rallies, trails, carriage of explosives, carriage of liquid petroleum or gasoline products, carriage of 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 the insured 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. First amount payable

In respect of each and every occurrence giving rise to a claim, under this policy, the insured 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 policy (including any payment in respect of costs, expenses and fees) and of any expenditure by the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

5. Average

If any vehicle is at the time of any incident giving rise to a claim of greater retail value than the Limit of Indemnity thereon, then the insured shall be considered as being their own insurer for the difference and shall bear a rateable share of the loss accordingly. Every item if more than one shall be separately subject to this condition.

6. Jurisdiction Clause

The company shall not be liable for compensation for damages or costs and expenses of litigation recovered by any claimant from the insured 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)

The liability of the company under 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. The company 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 while any vehicle is being driven by
 - (i) the insured 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 consent of the insured who to the insured's 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;

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 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. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.
3. If any insured 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 the insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle, is 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 the insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle either singularly or in combination is 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 the insured or their authorised driver is endorsed, suspended or cancelled or if he or they shall be charged or convicted of negligent, recklessness or improper driving, notification shall be sent in writing to the company immediately the insured have knowledge of such fact.

SECTION 2 MOTOR GLASS (HEAVY COMMERCIAL MOTOR VEHICLES)

Defined Events

Accidental damage to windscreen glass side or rear glass forming part of any commercial vehicle or bus described in the schedule provided that :

- (i) no other damage has been caused to the vehicle
- (ii) the company's liability shall not exceed the limit stated in the schedule
- (iii) the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.
- (iv) the replacement or repair is undertaken by a supplier duly authorized by the company and stated in the schedule