

GENERAL

In consideration of the payment of the premium by or on your behalf, we agree 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 this certificate up to the sums Insured, limits of indemnity, compensation and other amounts specified.

Specific exceptions, conditions and provisions shall override general exceptions, conditions and provisions.

General exceptions

1. War, riot and terrorism

- (A) This certificate does not cover loss of or damage to property related to or caused by:
- (i) 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;
 - (ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - (iii) (a) 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,
(b) insurrection, rebellion or revolution.
 - (iv) 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;
 - (v) 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;
 - (vi) any attempt to perform any act referred to in clause (iv) or (v) above;
 - (vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause A(i), (ii), (iii), (iv), (v) or (vi) above.

If we allege that by reason of clause A (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this certificate, the burden of proving the contrary shall rest with you

- (B) This certificate 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 certificate applies.
- (C) Notwithstanding any provision of this certificate including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this certificate does not cover loss of or damage to property or expense of whatsoever nature directly to 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, ideological or similar 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 certificate, the burden of proving the contrary shall rest with you

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2. Nuclear

- (i) This certificate does not cover
 - (a) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
 - (b) any legal liability of whatsoever naturedirectly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.
- (ii) The indemnity provided by this certificate shall not apply to nor include any loss, destruction, damage or legal liability directly or indirectly caused by, or contributed to by, or arising from nuclear weapons material.

General Conditions

1. Misrepresentation, misdescription and non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or sub-section of the certificate, as the case may be, affected by such misrepresentation, or non-disclosure.

2. Other insurance

If at the time of any event giving rise to a claim under this certificate, an 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 certificate, if not already subject to any condition of average, shall be subject to average in like manner.

3A. Cancellation

This certificate 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 certificate 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.

3B. 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 by 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 your bank or other paying agent.

Due date will be the first day of every calendar month where premium is payable monthly, the first day of

- (a) each third
- (b) each sixth or
- (c) each twelfth calendar month following inception where premium is payable quarterly, half-yearly or annually.

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4. Adjustment of premium

If the premium for any section of this certificate has been calculated on any estimated figures, you shall, after the expiry of each period of insurance, 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 reasonable steps and precautions to prevent accidents or losses.

6. Claims

- (a) On the happening of any event, which may result in a claim under this certificate, you shall, at your own expense
 - (i) give notice thereof to us as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby Insured
 - (ii) as soon as practicable 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
 - (iii) as soon as practicable after the event submit to us full details in writing of any claim
 - (iv) 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.
- (b) No claim (other than a claim under the business interruption, fidelity, stated benefits or group personal accident section or the personal accident (assault) extension under the money section, if applicable) shall be payable after the expiry of 24 months or such further time as 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.
- (c) No claim shall be payable unless you claim payment by serving legal process on us within 6 months of the rejection of the claim in writing and pursues such proceedings to finality.
- (d) If, after the payment of a claim in terms of this certificate 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. 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 certificate we and every person authorised by us may without thereby incurring any liability and without diminishing our right to rely upon any conditions of this certificate
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of your leave and licence 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 our 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.

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- (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 certificate 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 certificate 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 certificate or if any event is occasioned by the wilful act or with your connivance, the benefit afforded under this certificate in respect of any such claim shall be forfeited.

9. Reinstatement of cover after loss (not applicable to stock on a declaration basis nor to any section where it is stated to be not applicable)

In consideration of sums Insured not being reduced where appropriate by the amount of any loss, you shall pay additional premium on the amount of the loss from the date thereof or from the date of reinstatement or replacement (whichever is the later) to expiry of the period of insurance.

10. Breach of Conditions

The conditions of this certificate and sections thereof shall apply individually to each of the risks Insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

11. No rights to other persons

Unless otherwise provided, nothing in this certificate shall give any rights to any person other than you. Any extensions providing indemnity to any person other than you shall not give any rights of claim to such person, the intention being that you shall claim on behalf of such person. Your receipt of payment shall in every case be a full discharge to us.

12. Collective insurances

If this insurance is a collective insurance then the following amendment is made to general condition 6(a) (iv) above.

"give the leading insurer on behalf of the insurers such proofs, information and sworn declaration as the insurers may require and forward to the leading insurer immediately any notice of 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

- (a) On the happening of any event in respect of which a claim is or may be made under this certificate, the leading insurer and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the insurers to reply upon any conditions of this certificate.
 - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of your leave and licence 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 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.

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- (c) In respect of any section of this certificate under which an indemnity is provided for liability to third parties, we 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 we shall thereafter not be under further liability in respect of such event”.

General provisions

A. Claims preparation costs

The insurance by each section of this certificate is extended to include costs reasonably incurred by you in producing and certifying any particulars or details required by us in terms of general condition 6 or to substantiate the amount of any claim, provided that our liability for such costs in respect of any one claim shall not exceed in respect of a particular section R1000 or 10% of the sum Insured or limit of indemnity on the item affected, whichever is the lesser amount, plus any amount stated in the schedule to each section against an item for additional claim preparation costs.

B. Payments on account

In respect of any section where amounts recoverable from us are delayed pending finalisation of any claim, payments on account may be made to you, if required, at our discretion .

C. First amount payable

Except where provided for specifically in any section, the amount payable under this certificate/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.

D. Members

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

E. Liability under more than one section

We shall not be liable under more than one section of this certificate in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage.

F. Meaning of words

The schedules and any endorsements thereto and the certificate 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.

G. Premium Payment

Premium is payable on or before the inception date as the case may be.

We shall not be obliged to accept premium tendered to us after inception date or renewal date as the case may be but may do so upon such terms as at our sole discretion may determine.

H. Holding covered

If we are holding covered on a risk we will not reject a claim on the basis that the premium has not been agreed.

I. Schedule sums Insured blank

If, in a schedule of this certificate, 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 no indemnity extended

this means the defined event or circumstance shown in the schedule is not Insured by this certificate.

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J. Security firms

If an employee of a security firm employed by you under a contract causes loss or damage, we agree, if in terms of the said contract you may not claim against the said security firm, not to exercise our rights of recourse against the said security firm.

We shall not raise as a defence to any valid claim submitted under any section or subsection of this certificate that our rights have been prejudiced by the terms of any contract entered into between the Insured and any security provider relating to the protection of the Insured property.

MOTOR SECTION

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, Underwriters 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 Underwriters to the extent of but not exceeding R2000 provided that a detailed estimate is first obtained and immediately forwarded to Underwriters. Underwriters 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 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 Underwriters in respect of such loss or damage but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage.
2. Underwriters, may at their 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 the knowledge of Underwriters 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 Underwriters 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, 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 sub-section (including any payment in respect of costs expenses and fees), and of any expenditure by Underwriters in the exercise of any discretion it may have under this insurance. If the expenditure incurred by Underwriters shall include any first amount payable for which the Insured is responsible, such amount shall be paid by the Insured to Underwriters forthwith.
5. Underwriters 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

Underwriters 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 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 in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of

- (i) death of 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.

Underwriters 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 sub-section, provided that the total of Underwriters' liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.

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2. indemnify any person who is driving or using such vehicle on the Insured's order or with the Insured's permission provided that
 - (a) 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
 - (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 certificate except in respect of any amount not recoverable thereunder.
3. indemnify the Insured 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 the Insured is an individual and has Insured hereunder a vehicle described under definition 2(a) or (b), and provided that the Underwriters shall not be liable for damage to the vehicle being driven or used.
4. 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 Underwriters shall not be liable for damage to the towed vehicle or trailer nor to property therein or thereon.

Exceptions to sub-section B

Underwriters 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 affected
- (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 2(b) (c) (d) or (e) 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 1500kg)
- (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 the liability of Underwriters under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

Sub-section C: Medical Expenses Defined Events

If any 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, Underwriters will pay to the Insured the medical expenses incurred as a result of such injury up to R1 000 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 include 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 of this section

1. Any private type motor car or motorized caravan
2. Any other type of Insured vehicle other than a bus or taxi

Specified part of vehicle in which the injury must occur

- Anywhere inside the vehicle
- The permanently enclosed passenger carrying compartment

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Definitions

1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle 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)
- (b) commercial vehicles and special type vehicles as described in the schedule
- (c) motorcycles (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, ie. 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 being owned by or hired or leased to the Insured, including any such vehicle temporarily operated by the Insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the Underwriters' maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

No claim rebate provisions (applicable to specified vehicle basis)

In the event of no claim being made or arising under this certificate during a period of insurance specified below immediately preceding the renewal of this certificate, the renewal premium for the insurance of the vehicles will be based on the relevant Claim-Free Group or subject to the No Claim Discount as follows

DEFINITION (a)

Period of insurance	Claim-Free Group
The preceding year	1
The preceding two consecutive years	2
The preceding three consecutive years	3
The preceding four consecutive years	4
The preceding five or more consecutive years.	5
Otherwise than above, Claim-Free Group O applies.	

If one of more claims are made or arise under this certificate during a period of insurance for which the premium is based on Claim-Free Group 4 or 5, then the next renewal premium will be based respectively on Claim-Free Group 2 or 3 and for subsequent renewals as follows

(i) CLAIM-FREE GROUP 4

Period of insurance during which no claim is made or arises	Claim-Free Group
The preceding year	3
The preceding two consecutive years	4
The preceding three consecutive years	5

(ii) CLAIM-FREE GROUP 5

Period of insurance during which no claim is made or arises	Claim-Free Group

The preceding year 4

The preceding two consecutive years 5

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Otherwise than above, Claim-Free Group O applies.

DEFINITIONS (b) and (e)

Period of insurance	No Claim Discount
The preceding year	15%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	40%
Otherwise than above no discount applies	

DEFINITIONS (c) and (d)

Period of insurance	No Claim Discount
The preceding year	15%
The preceding two consecutive years	20%
The preceding three consecutive years	30%
The preceding four consecutive years	35%
Otherwise than above no discount applies	

Should the Underwriters consent to a transfer of interest in this certificate, the period during which the interest was in the transferor shall not accrue to the benefit of the transferee.

If more than one vehicle is described in the schedule to this certificate, the Claim-Free Group/No Claim Discount shall be applied as if a separate certificate had been issued in respect of each such vehicle.

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) 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 or provided by the Insured while being used by any partner 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 or to the Insured 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 and not if such person is entitled to indemnity under any other certificate provided that
 - (i) all the words in (b) of the exceptions to sub-section B are deleted
 - (ii) Underwriters 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 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 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 the Insured or such person is entitled to indemnity under any other certificate in respect of the same occurrence, Underwriters 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 this certificate 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 2(b), other than special types, or in definitions

2(c) (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

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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 the Insured's 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 the Insured's 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 movement of third party vehicles extension (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 owned 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,

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 the custody or control of the Insured.

5. **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 this certificate
- b. The Insured shall be responsible for the first amount payable (applicable to glass) stated in the schedule of each and every loss.

6. **Waiver of subrogation rights**

For the purposes of this section, Underwriters 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.

7. **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 the Insured for the purposes of the business, provided that the liability of Underwriters shall not exceed the limit of indemnity stated in the schedule.

8. **Cross liabilities**

Where more than one Insured is named in the schedule, Underwriters 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 Underwriters shall not exceed the limit of indemnity stated in the schedule.

9. **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 certificate is extended to cover loss or damage directly occasioned by or through or in consequence of:

- (i) civil commotion, labour disturbances, riot, strike or lockout;
- (ii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in (i) 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;

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- (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) (ii) (iii) (iv) (v) or (vi) of this certificate or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

If Underwriters 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 the Insured.

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

Underwriters will indemnify the Insured 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 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) Underwriters' 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.

11. **Fire extinguishing charges extension**

Any costs (not exceeding R5 000) 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 Underwriters may be liable in terms of this section, provided the Insured is legally liable for such costs and the Insured property was in danger from the fire.

12. **Wreckage removal extension (if stated in the schedule to be included)**

The cover provided under sub-section A of this section is extended to include costs and expenses incurred by the Insured 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, the limit of the Underwriter's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

13. **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, the Underwriters will pay to the Insured 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 percent 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.

MOTOR SECTION

14. Territorial Limits (If stated in the schedule to be included)

The territorial limits defined in specific exceptions 1(b) are extended to include other countries:

Provided that

- i) should such vehicle be damaged or stolen and recovered in a damaged condition, the Insured shall be responsible for the costs and expenses incurred for the removal of such vehicle to any border post of any of the following territories: Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and South Africa.

SA JURISDICTION

Underwriters will not indemnify the Insured for

- a) compensation for Damages in respect of judgement delivered or obtained in the first instance otherwise than by a court of competent jurisdiction within Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi and South Africa.
- b) Costs and expenses of litigation recovered by any claimant from the Insured which are not incurred in and recoverable in the area described above.

MEMORANDA

1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the Insured shall submit to Underwriters at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. Underwriters shall, upon receipt of this declaration, make a premium adjustment of 50 percent 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 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 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.

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)

The liability of Underwriters 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. Underwriters shall not be liable for any accident, injury, loss, damage or liability
 - (a) whilst the vehicle is being used with the general knowledge and consent of the Insured otherwise than in accordance with the description of use clause
 - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi, but the

Underwriters will indemnify the Insured against loss of or damage to any vehicle while in transit by sea between ports in these territories including loading and unloading incidental to such transit

MOTOR SECTION

- (c) 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 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 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 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, but this shall not apply if the Insured was unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Underwriters 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 non-compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, 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 learners.

provided further that specific exception 1 (c) (ii) shall not apply if the Insured were unaware that the driver was unlicensed and the Insured can prove to the satisfaction of the Underwriters that in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive Insured vehicles.

- 2. Underwriters shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the Insured notwithstanding such contractual agreement.

SPECIFIC CONDITION

If, during the currency of this section any driver's licence 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, reckless or improper driving, notification shall be sent in writing to Underwriters immediately the Insured have knowledge of such fact.