

# MOTOR FLEET SECTION

This wording has to be read in conjunction with the Motor General wording. The definitions, compulsory conditions, specific exclusions and clauses of the Motor General wording also apply to this section, unless specifically stated otherwise.

## DEFINITIONS

**Insured Vehicle:** shall mean any Vehicle

1. owned by the Insured, or
2. hired or leased to the Insured, or
3. operated by the Insured as replacement for any Vehicle in 1 or 2 above out of use for the purpose of overhaul, upkeep and/or repair provided that the Company's maximum liability shall not exceed the lesser of the Retail Value of the replacement vehicle or the maximum insured amount any one Vehicle stated in the schedule.

**Taxi:** shall mean a type of Vehicle for hire with a driver that is used by a single or small group of passengers to convey them to destinations of their choice.

**Write-Off:** shall mean that a Vehicle is damaged so extensively that, in the opinion of the Company, it is not economical to repair.

### Retail Value

1. For Vehicles listed in the auto dealers' guides, Retail Value shall mean the published retail value adjusted according to the guide's recommendations for odometer reading, overall condition, accessories and parts fitted to the Vehicle at the time of the loss or damage.
2. For Vehicles, Vehicle types and extras not listed in the auto dealers' guides, Retail Value shall be based on a minimum of three quotations obtained from the motor dealer market for a similar Vehicle of the same make and model in similar condition at the time of the loss or damage.

## SUB-SECTION 1 – DAMAGE TO THE INSURED VEHICLE

### DEFINED EVENTS

Loss of or damage to any Insured Vehicle as described in the schedule.

Provided that:

- (a) the maximum insured amount any one Vehicle is stated in the schedule and the maximum amount payable by the Company shall be the lesser of the maximum insured amount any one Vehicle or the Retail Value of the Vehicle at the time of the loss or damage;
- (b) in the event of any part (which shall include any spare wheel, tool, accessory and part) needed to repair or replace damage (insured against under sub-section 1 of this section) to the Insured Vehicle being unobtainable in the Republic of South Africa as a standard (ready manufactured) article the liability of the Company shall be discharged by the payment of an amount equal to the value of the part (including the reasonable cost of freight) at the time of the accident but not in any case exceeding the part's price as stated in the manufacturer's last issued catalogue or price list;

- (c) the Company may, at its own option, repair, reinstate or replace the Vehicle or any part thereof and/or its accessories and parts or may pay in cash the amount of the loss or damage not exceeding the Retail Value of the Vehicle and/or its accessories and/or parts at the time of the loss or damage; subject to the Company's maximum liability as set out in proviso (a);
- (d) if, to the knowledge of the Company, the Vehicle is the subject of a suspensive sale or similar agreement and the Insured Vehicle is written off or stolen/hijacked and not recovered, the payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the Company in respect of the loss or damage;
- (e) in the event of damage limited to only the windscreen, side or rear glass forming part of any Insured Vehicle, the Insured shall be responsible for the first amount payable applicable to motor glass stated in the schedule for each and every Event.

## EXCLUSIONS TO SUB-SECTION 1

The Company shall not be liable to pay for:

1. consequential loss as a result of any cause whatsoever;
2. depreciation in value whether arising from repairs following a Defined Event or otherwise;
3. wear and tear;
4. gradual deterioration;
5. mechanical, electronic or electrical breakdowns, failures or breakages;
6. damage to tyres by application of brakes or by road punctures, cuts or bursts;
7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with the inequalities;
8. detention, confiscation or requisition by customs or other officials or authorities provided that this exclusion shall not apply to damage occurring during the detention, confiscation or requisition which is discovered on the return of the Vehicle to the Insured.

## EXTENSIONS TO SUB-SECTION 1

Subject otherwise to the terms, exclusions and conditions of this sub-section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

### **Fire extinguishing charges** (if stated as included in the schedule)

The Company will pay in addition to the maximum insured amount any one Vehicle, any costs up to the insured amount stated in the schedule relating to the extinguishing or fighting of fire (including replacement or refilling of the Insured's fire extinguishers after being used in connection with the Insured Vehicle).

Provided that:

- (a) the Insured is legally liable for the costs;
- (b) the Insured Vehicle was on fire or in danger of fire.

### **Keys** (if stated as included in the schedule)

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 reprogramming of any coded alarm system of any Insured Vehicle following

upon the loss of or damage to any key or alarm controller of the Vehicle, or following upon damage to the Vehicle's locks in order to gain forced access to the Vehicle, or following upon the Insured having reason to believe that any unauthorised person may be in possession of a duplicate of the key or alarm controller.

Provided that:

- (a) no other damage has been caused to the Vehicle giving rise to a claim under the policy;
- (b) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (c) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;
- (d) the provisions of this sub-section relating to claim free groups shall not apply to any payment made under this extension.

**Loss of use** (if stated as included in the schedule)

Notwithstanding exclusion 1 of sub-section 1, the Company will indemnify the Insured for the loss of use of the Insured Vehicle following loss of or damage to the Insured Vehicle.

Provided that:

- (a) the loss or damage to the Vehicle is covered in terms of this policy;
- (b) where the Vehicle is
  - 1. stolen or hijacked and not recovered, or
  - 2. not drivablecover will only commence once a claim has been registered with the Company;
- (c) where the Vehicle is
  - 1. damaged but still drivable, or
  - 2. stolen or hijacked and recovered with damage but still drivablecover will only commence once the authorised repairer takes custody of the Vehicle to do the repair work;
- (d) loss or damage falling within the applicable first amount payable is not covered in terms of this extension;
- (e) compensation will end
  - 1. on the day of completion of the repairs by the authorised repairer; or
  - 2. on the day the agreement of loss is forwarded by the Company to the Insured;
- (f) notwithstanding proviso (e) above, indemnity by this extension shall not exceed the number of days stated in the schedule for any one Event;
- (g) the Company's liability per day shall not exceed the insured amount (per day) stated in the schedule.

**Motor hire** (if stated as included in the schedule)

The Company will provide the Insured with a rental vehicle similar but not inferior to the Vehicle available under the heading "Group" stated in the schedule if the Insured Vehicle is:

- 1. unusable or being repaired, or
- 2. a Write-Off, or
- 3. stolen or hijacked and not recovered.

Provided that:

- (a) a claim has been registered with the Company and the loss or damage is covered in terms of the policy;
- (b) the Insured Vehicle is a Vehicle as defined in vehicle definition 1.1 and 1.3;
- (c) the address where the rental vehicle will be delivered is within the borders of the RSA;
- (d) the rental vehicle will be provided until the time as
  - i. the Insured Vehicle has been satisfactorily repaired if repairs were economically viable, or
  - ii. the Insured Vehicle has been replaced, or
  - iii. the claim is settled in cash in case of a cash settlement, or
  - iv. the Insured Vehicle has been recovered and, if required, repaired if stolen and recovered with damage;
- (e) notwithstanding proviso (d) above, the rental vehicle will not be supplied for a period exceeding the maximum number of days stated in the schedule;
- (f) loss or damage falling within the applicable first amount payable is not covered in terms of this extension;
- (g) the Insured is responsible for a security deposit payable to the service provider when receiving the rental vehicle;
- (h) the Company shall be liable for the cost of delivery and pick up of the rental vehicle to and from the Insured.

Should the Insured be supplied with a rental vehicle outside the RSA, but within the territorial limits of the policy, the Insured may rent a Vehicle from a recognised rental company for his own account. Upon submission of an invoice the Company will reimburse the Insured for the rental costs provided that the rental cost per day shall not exceed the amount that the Company would have paid to provide the rental vehicle in the RSA when using its own service providers.

### **Replacement of Vehicles**

In the event of the Insured Vehicle being a Write-Off or stolen and not recovered within a reasonable time, the Company will replace the Vehicle with a similar new Vehicle subject to the availability thereof.

Provided that:

- (a) this extension only applies to Vehicles defined in vehicle definitions 1.1 and 1.3;
- (b) the loss or damage occurs within 12 months of the date of first registration of the Vehicle;
- (c) the Insured Vehicle has not travelled more than 2,500 kilometres per month or 30,000 kilometres in total;
- (d) the Company shall not be liable for more than the maximum insured amount any one Vehicle stated in the schedule less the first amount payable.

### **Riot and strike (other than RSA and Namibia) (if stated as included in the schedule)**

Subject otherwise to the terms, conditions, exclusions and warranties contained therein, this section is extended to cover loss or damage directly occasioned by or through or in consequence of:

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any event referred to in 1 above.

Provided that this extension does not cover:

- (a) loss or damage occurring in the RSA and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever;

- (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 event referred to in General exclusion 1 (A) (ii), (iii), (iv), (v) or (vi) of this policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such event.

If the Company alleges 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.

The Company's liability for any loss or damage in respect of any one Vehicle is limited to the lesser of the maximum insured amount any one Vehicle stated in the schedule and the Retail Value of the Vehicle at the time of the loss or damage.

The Insured shall be responsible for the first amounts payable stated in the schedule under sub-section 1.

#### **Temporary repairs** (if stated as included in the schedule)

The Insured may give instructions for repairs to be executed without the prior consent of the Company to the extent of but not exceeding the insured amount stated in the schedule for any one Event, provided that a detailed estimate is first obtained and immediately forwarded to the Company.

#### **Towing costs within the borders of RSA** (if stated as included in the schedule)

Where a Defined Event occurs inside the RSA, the Company will pay the reasonable cost of removal of the Insured Vehicle to the nearest Santam approved repairer within the RSA as well as the reasonable cost of protection, storage and delivery of the Insured Vehicle to the permanent address of the Insured within the territorial limits stated in the schedule after a Defined Event occurred.

#### **Towing costs outside the borders of RSA** (if stated as included in the schedule)

Where a Defined Event occurs outside the RSA, the Company will pay the cost of removal of the Insured Vehicle to the nearest border of the RSA or place of safety.

Provided that:

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the Company will pay the reasonable cost of the towing irrespective of whether the value of the claims arising from the incident falls within the first amount payable;
- (c) if the Insured Vehicle cannot be repatriated to the RSA on the grounds that the Vehicle is a Write-Off, the Company will deduct 15% from the settlement due to the Insured;
- (d) The Company shall not be liable to pay for government imposed duties, charges or stamps relating to the repatriation of the Vehicle.

The Company will also pay the reasonable cost of

1. moving the Vehicle from the RSA border to the nearest Santam approved repairer within the RSA;
2. protection, storage and delivery of the Insured Vehicle to the permanent address of the Insured within the territorial limits stated in the schedule

after a Defined Event occurred.

#### **Wreckage removal** (if stated as included in the schedule)

The Company will, in addition to the maximum insured amount any one Vehicle, indemnify the Insured for any costs relating to the clearing up and removal of debris and wreckage of the Insured Vehicle following a Defined Event, provided that the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

## **SUB-SECTION 2 – LIABILITY TO THIRD PARTIES**

### **DEFINED EVENTS**

The Company will indemnify the Insured in respect of 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 the Vehicle in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including the claimant's costs and expenses in respect of:

- (a) death of or bodily injury to any person;
- (b) damage to property.

The Company will also:

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.
2. indemnify any person who is driving or using the Vehicle on the Insured's order or with the Insured's permission.

Provided that:

- (a) the person shall, as though he were the Insured, observe, fulfil and be subject to the terms, exclusions and conditions of this insurance in so far as they can apply;
  - (b) the person driving the Vehicle has not been refused any motor insurance or continuance thereof by any insurer;
  - (c) the person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.
3. indemnify the Insured while personally driving or using any Vehicle that fits vehicle definition 1.1 or 1.3.

Provided that:

- (a) the Vehicle does not belong to the Insured;
  - (b) the Vehicle is not leased or hired to the Insured under a lease or suspensive sale agreement;
  - (c) the Insured is an individual;
  - (d) a Vehicle is insured on this section that fits vehicle definition 1.1 or 1.3;
  - (e) the Company shall not be liable for damage to the Vehicle while it is driven or used by the Insured.
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 the Company shall not be liable for damage to the towed Vehicle or trailer or to property therein or thereon.

The Company's liability under sub-section 2 shall not exceed the insured amount stated in the schedule for any one Event.

### **EXCLUSIONS TO SUB-SECTION 2**

The Exclusions – liability to third parties on the Motor General section apply in addition to the exclusions stated

here.

The Company shall not be liable for:

1. death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from any Insured Vehicle.

## EXTENSIONS TO SUB-SECTION 2

Subject otherwise to the terms, exclusions and conditions of this sub-section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

### **Passenger liability** (if stated as included in the schedule)

Exclusion 1 of sub-section 2 is hereby cancelled.

Provided that:

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the person is carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of the Insured Vehicle;
- (c) the Company shall not be liable under this extension if the territorial limitation in the schedule under this extension indicates "Inside RSA " and the Defined Event takes place outside the borders of the RSA.

### **Passenger liability including open Vehicles** (if stated as included in the schedule)

Proviso (b) of the Passenger liability extension is hereby cancelled.

### **Passenger liability – employees** (if stated as included in the schedule)

Notwithstanding exclusion 1 of sub-section 2 of this section and exclusion 1 of Exclusions – Liability to third parties of the Motor General section, the Company will indemnify the Insured for death of or bodily injury to an employee being carried in or upon, entering or getting onto or alighting from the Insured Vehicle.

Provided that:

- (a) this extension only applies to Vehicles as defined in vehicle definition 1.3, 1.4 and 2;
- (b) the employee was not carried in or upon, entering or getting onto or alighting from the Vehicle for any purpose related to his or her employment;
- (c) the Vehicle is fitted with railings on all sides of the load area;
- (d) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

### **Unauthorised passenger liability** (if stated as included in the schedule)

The indemnity under sub-section 2, notwithstanding exclusion 1 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 Insured Vehicle in contravention of the Insured's instructions to their driver not to carry passengers.

Provided that:

- (a) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

## SUB-SECTION 3 – INSURED VEHICLE OCCUPANTS

Cover under this sub-section only applies if stated in the schedule as included.

**Driver repatriation** (if stated as included in the schedule)

If a claim is admitted under sub-section 1 and the Insured Vehicle is disabled as a result of the loss or damage, the Company will indemnify the Insured for:

1. the reasonable expenses necessarily incurred for overnight accommodation for the driver for a maximum of two nights;
2. transport of the driver of the Vehicle at the time of the loss or damage, from the place at which the Vehicle became disabled to the driver's normal place of residence in the RSA, or intended destination, or point of departure on this journey.

Provided that:

- (a) the destination is more than 100 kilometres from the place at which the Vehicle became disabled;
- (b) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

**Medical expenses** (if stated as included in the schedule)

If an occupant of an Insured Vehicle, in direct connection with the Vehicle, sustains bodily injury by violent, accidental, external and visible means, the Company will pay to the Insured the medical expenses incurred as a result of the injury, including any costs incurred to free the injured occupant from the Vehicle or to bring the injured occupant to a place where medical treatment can be given.

Provided that:

- (a) the Company's liability per person shall not exceed the insured amount stated in the schedule;
- (b) the Company's liability per Event shall not exceed the insured amount stated in the schedule;
- (c) the cover is limited to occupants of a private motor car or the permanently enclosed passenger carrying compartment of any other Vehicle;
- (d) the amount payable under this cover shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

**Motor accident benefit – employees** (if stated as included in the schedule)

If an occupant of an Insured Vehicle is fatally injured in direct connection with the Insured Vehicle the Company will pay the insured amount per occupant stated in the schedule:

Provided that:

- (a) such occupant is a full-time employee of the Insured at the time of the Event;
- (b) death occurs within 90 days of the Event.

**Trauma** (if stated as included in the schedule)

The Company will pay for expenses incurred, not otherwise covered, by any member, director or employee of the Insured undergoing treatment by a registered professional counsellor following the person being psychologically traumatised as a direct result of violence or threat of violence during theft, attempted theft or hijack of any Insured Vehicle, provided that the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.

## EXTENSIONS APPLICABLE TO ALL SUB-SECTIONS

Subject otherwise to the terms, exclusions and conditions of this section and the General section (all of which shall remain valid and applicable unless specifically deleted or amended below), the cover under this section is amended



or extended as set out below under each extension and clause (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule)

### **Carriage of paying passengers** (if stated as included in the schedule)

Specific exclusion 4(ii) in the Motor General section is hereby cancelled.

### **Vehicles hired out** (if stated as included in the schedule)

Specific exclusion 4(i) in the Motor General section is hereby cancelled.

Provided that:

- (a) the Company shall not be liable to pay for loss of the Insured Vehicle if the Vehicle is rented out to a third party in terms of a rental agreement, whether the rental agreement is in writing or not, and the third party fails to return the Insured Vehicle to the Insured in terms of the provisions of the rental agreement.

## **SPECIFIC EXCLUSIONS**

The specific exclusions of the Motor General section apply in addition to the specific exclusions stated here.

The Company shall not be liable under this section:

1. if the Insured Vehicle is used by the Insured for any purpose other than for the business purposes of the Insured or for social, domestic and pleasure purposes;
2. if the Insured Vehicle is used with the general knowledge and consent of the Insured, by anyone other than the Insured, for any purpose other than for the business purposes of the Insured or for social, domestic and pleasure purposes;
3. if the Insured Vehicle is in the possession, custody or control of a member of the motor trade for the purpose of being sold on behalf of the Insured.

## **COMPULSORY CONDITIONS**

The compulsory conditions in the Motor General section as well those stated below, always apply.

### **Description of use**

Cover of the Vehicle described in the schedule is conditional, where the type of auto is:

1. Private type motor cars for private use and the Vehicle is used with the general knowledge and consent of the Insured for purposes other than social, domestic and pleasure purposes; or
2. Bus – religious, educational institutions, old age homes and the Vehicle is used with the general knowledge and consent of the Insured for purposes other than transportation for religious or educational institutions or old age homes.

### **Premium adjustment**

The Insured shall submit to the Company at the end of each period of insurance a declaration of the total number and value of Insured Vehicles owned, hired or leased at the expiry date. This declaration shall include each Insured Vehicle's first year of registration, make, model, value, registration number, and its engine number, vehicle identification number or serial number. The Company shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) of the annual rate per Vehicle applied to the difference in the number and value of Insured Vehicles, in equal proportions, at inception or renewal and the number and value of Insured Vehicles declared.

## **CONDITIONS**

Conditions only apply if stated in the schedule as “applicable”.

**Audio and/or visual equipment limitation** (if stated as applicable in the schedule)

The Company will indemnify the Insured in respect of loss or damage to any audio, audio-visual, telephone and navigation equipment permanently fitted to the Insured Vehicle by someone other than the vehicle manufacturer.

Provided that:

- (a) the Company’s liability shall not exceed the insured amount stated in the schedule for any one Event;
- (b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event.

The Company will also indemnify the Insured in respect of any such equipment which has been removed from the Vehicle.

Provided that:

- (a) the equipment is designed to be removed or partly removed;
- (b) the equipment cannot function without the Vehicle.

## OPTIONAL EXCLUSIONS AND LIMITATIONS

These are exclusions or limitations of the cover provided by the section which only apply if indicated as such in the schedule.

**Exclusion of motor glass cover** (if stated as applicable in the schedule)

The Defined Events under sub-section 1 is amended to exclude damage to any windscreen, side or rear glass forming part of the Insured Vehicle.

**Exclusion of transportation of third party goods** (if stated as applicable in the schedule)

The Company shall not be liable under this section if the Insured Vehicle is used to carry goods not the property of the Insured.

**Fraud exclusion** (if stated as applicable in the schedule)

The Company shall not be liable for loss of or damage to any Insured Vehicle which arises from or in connection with any exchange, cash or credit sale agreement, including theft under false pretence and/or fraud.

## OPTIONAL LIMITATIONS IN COVER

Limitations in cover are reflected in the type of cover selected per Insured Vehicle in the schedule.

**Third party cover**

Sub-sections 1 and 3 are cancelled.

**Third party, fire and theft cover**

The liability of the Company under sub-section 1 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 3 is cancelled.