

# MOTOR SPECIFIED VEHICLES SECTION

This wording is 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

**Hijack:** shall mean the unlawful intentional removal of the Insured Vehicle without the Insured's permission with the use or threat of use of a firearm or any other dangerous weapon, the infliction of grievous bodily harm or a threat to inflict bodily harm by the offender or any accomplice.

**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 Vehicle insured amount 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.

**Theft:** shall mean the unlawful intentional removal of the insured vehicle as a whole unit without the Insured's permission.

**Write-Off:** shall mean that damage to a Vehicle, in the opinion of the Company, 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, extras, accessories and parts fitted to the Vehicle at the time of the loss or damage.
2. For Vehicles, Vehicle types and accessories 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 Vehicle insured amount is stated in the schedule and the maximum amount payable by the Company shall be the lesser of the insured amount or the Retail Value of the Vehicle at the time of the loss or damage;
- (b) in the event of any Vehicle part 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;
- (f) theft of parts or accessories from the Insured Vehicle where the Vehicle itself is not stolen at the same time shall be deemed damage to the Vehicle for the purposes of the application of the first amount payable.

## ACCESSORIES

Accessories and parts predefined in the Vehicle definition in the Motor General wording and at the option of the Insured may be described in the schedule.

Provided that

- 1. where accessories and parts form a permanent part of the Vehicle, at the option of the Insured, these items may be listed in the schedule as Accessories included in the Vehicle insured amount and that their value is deemed to be included in the Vehicle insured amount and that the insured amount is adequate;
- 2. where accessories and parts do not form a permanent part of the Vehicle, such as a canopy or tow bar, at the option of the Insured, these may be listed in the schedule as Accessories not included in the Vehicle insured amount and their value is separately stated and in addition to the Vehicle insured amount.

### Accessories not included in the Vehicle insured amount

Notwithstanding anything to the contrary stated in proviso (a) of Defined Events of sub-section 1 and the definition of "Vehicle" and subject to the terms, conditions and exclusions of the section, the Company will indemnify the Insured for loss of or damage to the accessory listed in the schedule as follows:

- 1. Where the accessory is lost or damaged whilst not fitted to the Insured Vehicle or lost or damaged without the Insured Vehicle being lost or damaged in the same Event, the Company's liability shall not exceed the insured amount of the accessory or the replacement value of a similar accessory in a new condition (whichever is the lesser) at the time of the loss or damage.

Provided that:

- (a) if the replacement value of the accessory at the time of the loss or damage is of greater value than the insured amount thereof, the Insured shall be considered his own insurer for the difference and shall bear a rateable share of the amount of the loss or damage. Each accessory listed in the schedule shall be separately subject to this condition;
  - (b) where the accessory consists of articles of a pair or set, the Company shall be liable for the value of the entire pair or set only if replacement of the individual item in the pair or set is not possible;
  - (c) where the accessory includes vehicle tyres, the Company will reduce any settlement to the Insured in relation to the tyres, in proportion to the tyre tread used;
  - (d) the conditions of this sub-section relating to claim free groups shall not apply to any payment made for accessories;
  - (e) the Insured shall be responsible for the first amount payable stated in the schedule for the accessory in respect of each and every Event.
- 2. Where the accessory is fitted to the Vehicle and the Insured Vehicle is lost or damaged in the same Event, the insured amounts of all accessories listed in the schedule will be added to the Vehicle insured amount.

Provided that:

- (a) the Company's liability shall not exceed the amount as set out in proviso (a) of the Defined Events of sub-section 1 for the Vehicle plus the insured amount of the accessory or the replacement value of a similar accessory in a new condition (whichever is the lesser) at the time of the loss or damage;
- (b) the first amount/s payable for the accessory/accessories stated in the schedule shall not apply. Instead the first amount payable applicable to the Vehicle will be applied to the sum insured as determined in 2 above.

# 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. consequential damage to any other mechanical, electrical or electronic component as a result of the mentioned breakdown, failure or breakage;
7. damage to tyres by application of brakes or by road punctures, cuts or bursts;
8. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with the inequalities;
9. 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 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).

## **Credit shortfall** (if stated as included in the schedule)

Where the basis of settlement is Retail Value and any total loss settlement under sub-section 1 is less than the amount owing to the financier under a current instalment sale or lease agreement, the Company will pay to the Insured an additional amount equal to the shortfall, less:

1. any arrears instalments or rentals including interest payable on the arrears;
2. all refunds of premium for cancellation of any insurance cover relating to the Vehicle;
3. the first amount payable under sub-section 1;
4. any amounts financed that relate to vehicle warranties, service plans, maintenance plans and the like;
5. any amounts financed for accessories not forming part of the Vehicle.

Provided that:

- (a) this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
- (b) if the 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;
- (c) this extension shall not apply where the amount owing to the financier is more than the Retail Value of the Vehicle as a result of debt restructuring.

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

The Company will pay in addition to the Vehicle insured amount any costs up to the insured amount stated in the schedule relating to the extinguishing or fighting of fire (including replacement or refilling of 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.

### **First amount payable reducer – damage to the Insured Vehicle** (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions and warranties contained in this sub-section, the Company will pay the first amount payable as stated in the schedule in respect of damage to the Insured Vehicle.

Provided that:

- (a) the damage to the Vehicle is covered in terms of sub-section 1;
- (b) in the event of finalised claims, the benefit under this extension will only become payable once the claim has been settled by the Company;
- (c) in the event of claims in progress where the amount of the assessed claim is less than the first amount payable, the benefit under this extension will only become payable on receipt of the proofs, information and sworn declarations as the Company may require;
- (d) the Company's liability under this extension shall be limited to the lesser of the first amount payable under the heading "Damage to the Insured Vehicle" or the actual first amount payable on the particular claim;
- (e) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event.

### **First amount payable reducer – theft/hijack** (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions and warranties contained in this sub-section, the Company will pay the first amount payable as stated in the schedule in respect of Theft/Hijack of the Insured Vehicle.

Provided that:

- (a) the loss of the Vehicle is covered in terms of sub-section 1;
- (b) in the event of finalised claims, the benefit under this extension will only become payable once the claim has been settled by the Company;
- (c) in the event of claims in progress where the amount of the assessed claim is less than the first amount payable, the benefit under this extension will only become payable on receipt of the proofs, information and sworn declarations as the Company may require;
- (d) the Company's liability under this extension shall be limited to the lesser of the first amount payable under the heading "Theft/hijack" or the actual first amount payable on the particular claim;
- (e) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event.

### **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.

Provided that:

- (a) the loss or damage to the Insured Vehicle is covered in terms of this policy;

- (b) where the Vehicle is
1. stolen or hijacked and not recovered, or
  2. not drivable
- cover will 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 drivable
- cover will commence once the authorised repairer takes custody of the Insured 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.

### **Mechanical breakdown towing costs** (if stated as included in the schedule)

Should the Insured Vehicle or Vehicle combination (including trailers) become disabled as a result of mechanical, electronic or electrical breakdown, the Company will pay the reasonable cost of towing the Vehicle or Vehicle combination to a repairer or to the Insured's premises within the Republic of South Africa.

Provided that:

- (a) the Insured Vehicle is the property of the Insured or hired or leased to the Insured;
- (b) the towing contractor is on the Company's list of approved towing contractors;
- (c) the Company's liability shall not exceed a limit of R15 000 in respect of any one Event.

The Company shall not be liable to pay for:

1. storage fees for the insured vehicle, either before or after repairs have been done;
2. costs to repair the Insured Vehicle.

### **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 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 Vehicle insured amount 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 insured amount 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.

Provided that:

- (a) the Company will pay the reasonable cost of the towing irrespective of whether the value of the claim arising from the incident falls within the first amount payable.

## **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 claim 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 repairs

after a Defined Event occurred.

## **Trailer combination** (if stated as included in the schedule)

In the event of a total loss of a trailer forming part of a trailer combination, the Insured may elect to treat the entire trailer combination as a total loss.

Provided that:

- (a) both trailers considered a combination are insured on this section;
- (b) this extension applies to both trailers forming part of the combination;
- (c) the first amount payable under sub-section 1 as stated in the schedule in respect of both trailers shall apply;
- (d) both trailers are operating as a trailer combination at the time of loss or damage.

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

The Company will, in addition to the Vehicle insured amount, 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.

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

The Company will, in addition to the Vehicle insured amount, indemnify the Insured for:

1. any costs relating to the clearing up and removal of debris and wreckage of the Insured Vehicle following a Defined Event;

- any costs relating to the clearing up and removal of any liquids such as petrol, diesel or oil leaked from the Insured Vehicle following damage to the Insured Vehicle by a Defined Event.

Provided that:

- the Company's liability shall not exceed the insured amount stated in the schedule under the wreckage removal extension for any one Event;
- the Company shall not be liable for costs relating to the clearing up and removal of any liquid substances transported by the Insured Vehicle.

## 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:

- death of or bodily injury to any person;
- damage to property.

The Company will also:

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

Provided that:

- 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;
  - the person driving the Vehicle has not been refused any motor insurance or continuance thereof by any Company;
  - the person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder.
- indemnify the Insured while personally driving or using any Vehicle that fits vehicle definition 1.1 or 1.3.

Provided that:

- the Vehicle does not belong to the Insured;
  - the Vehicle is not leased or hired to the Insured under a lease or suspensive sale agreement;
  - the Insured is an individual;
  - a Vehicle is insured on this section that fits vehicle definition 1.1 or 1.3;
  - the Company shall not be liable for damage to the Vehicle while it is driven or used by the Insured.
- 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;
2. costs and expenses incurred for clean-up and remedial procedures to remove or repair the effects of spillage or leakage (irrespective of whether the spillage or leakage is the result of a motor accident or not) of any substance carried in or on or by the 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).

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

Notwithstanding exclusion 2 of sub-section 2 and the spillage and leakage liability extension the Company will indemnify the Insured for any costs and expenses incurred by the Insured for the clean-up and remedial procedures to remove or repair the effects of spillage or leakage of any substance carried on or by the Insured Vehicle.

Provided that:

- (a) this extension is limited to claims in excess of the limit set out in the spillage and leakage liability extension;
- (b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event;
- (c) the Company's liability shall not exceed the insured amount stated in the schedule for any one Event;
- (d) the Company shall not be liable for any claim that arises from any environmental impairment, including but not limited to the deliberate or intentional dumping of any substance by the Insured or any party acting on the instructions of the Insured, or any loss, injury or damage arising from the Insured's intentional, wilful or non-compliance with any laws, statutory instruments, by-laws, regulations, guidelines or standards having the force of law and which apply to the environmental incident and/or the handling, storage or dealing, in any manner, with any substance;
- (e) the Company shall not be liable for injury, damage or environmental impairment arising out of wrongful delivery of goods, products or wastes into an incorrect receptacle, to the wrong address or incorrect goods or products delivered;
- (f) the Company shall not be liable if there is any interruption (including but not limited to any rests or stops) of more than 72 hours in the transportation of any substance conveyed that may cause a spillage or leakage.

### **First amount payable franchise – liability to third parties** (if stated as included in the schedule)

Subject otherwise to the terms, conditions, exclusions and warranties contained in this sub-section, the Company will pay the first amount payable stated in the schedule in respect of liability to third parties.

Provided that:

- (a) this benefit will only become payable once the claim has been settled by the Company, subject to the terms, exclusions and conditions of the policy;
- (b) the Insured shall be responsible for the first amount payable stated in the schedule for each and every Event where the amount of the claim is less than this first amount payable;
- (c) the first amount payable stated in the schedule for each and every Event will be waived where the amount of the claim exceeds this first amount payable.

## **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.

## **Spillage and leakage liability**

Notwithstanding exclusion 2 of sub-section 2, the Company's liability is extended to include costs and expenses incurred by the Insured for clean-up and remedial procedures to remove or repair the effects of spillage and leakage of any substance carried on or by the Insured Vehicle and while in the custody and control of the Insured.

Provided that:

- (a) the Company's liability shall not exceed R250,000 for any one Event;
- (b) the Insured shall be responsible for a first amount payable of R25,000 for each and every 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.

## **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.

# **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.

### **Territories – extended cover** (if stated as included in the schedule)

The standard territorial limits stated in the Motor General schedule are hereby extended to include the countries stated as included under this extension in the schedule.

### **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. in respect of any accident, injury, loss, damage, liability, costs and/or expenses caused, sustained or incurred in any country outside the standard territorial limits stated in the Motor General section and territories – extended cover stated in the schedule. However, the Company will indemnify the Insured in terms of subsection 1 of this section against loss of or damage to any insured vehicle whilst in transit by sea or air between ports or places in the defined territories including loading and unloading incidental to the transit;
2. 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;
3. 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;
4. 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.

### **Automatic additions**

The Company shall be liable for any additional Vehicle purchased, leased or hired that does not appear on the schedule for up to the least of:

1. R500,000 or
2. the Vehicle's insured amount or
3. the purchase price of the Vehicle.

Provided that the Insured:

- (a) notifies the Company within 14 days of the date of the purchase, lease, hire or sale;
- (b) pays any additional premium requested by the Company.

## Claim free groups

The claim free group (CFG) for every Insured Vehicle is indicated on the schedule and is based on the number of claims for a specific Vehicle during previous periods of insurance measured from one revision to the next. The CFG is applied to Vehicles defined in vehicle definitions 1.1. At the most recent renewal/anniversary date, the premium is based on the adjusted CFG as follows:

1. The revision date refers to a date ninety (90) days prior to the renewal/anniversary date;
2. A previous period of insurance refers to an uninterrupted period of 12 calendar months preceding the revision date;
3. Claim free groups vary between 0 and 7 where 0 has the highest premium and 7 has the lowest premium;
4. For every claim during a previous period of insurance, the Company will reduce the CFG by 2 points at the next renewal/anniversary and increase the premium accordingly;
5. For every claim free previous period of insurance, the CFG will be adjusted upward by one point at the next renewal/anniversary and the premium will be reduced accordingly until it reaches the maximum of 7;
6. For example, if a private type Vehicle has a CFG of 4 and the Insured has another claim free period the CFG will be amended to 5 at the next renewal/anniversary date. If there is a claim, it will be adjusted from 4 to 2 at the next renewal/anniversary date.

## Description of use

Cover of the Vehicle described in the schedule is condition, 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.

## CONDITIONS

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

### Audio and/or visual equipment limitation (if stated as included 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 that 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.

### **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.

### **Third party and fire 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. Further, sub-section 3 is cancelled.

### **Comprehensive cover excluding theft/hijack cover**

The liability of the Company under sub-section 1 is restricted by excluding liability for loss of or damage to the Insured Vehicle or its accessories and parts as a result of theft or hijacking or any attempt thereat.