

SANTAM CARGO COVER PLUS SECTION

DEFINED EVENTS

Loss of or damage to the whole or part of the Property (as defined), in the course of transit by the means of conveyance as stated in the schedule or other means incidental thereto and caused by:

- 1. All risks** (if stated as the type of cover in the schedule)
Any accident or misfortune not otherwise excluded.
- 2. Fire, explosion, collision, overturning of the means of conveyance** (if stated as the type of cover in the schedule)
- 3. Theft following fire, explosion, collision, overturning of the means of conveyance** (if stated as the type of cover in the schedule)
- 4. Hijacking of the means of conveyance** (if stated as the type of cover in the schedule)
- 5. Theft of the means of conveyance** (if stated as the type of cover in the schedule)
- 6. Theft (the means of conveyance is not stolen or hijacked at the same time)** (if stated as the type of cover in the schedule)

provided that for each of the above:

1. the Insured shall be responsible for the first amount payable stated in the schedule in respect of each and every defined event,
2. the liability of the Company for all loss or damage arising from any one defined event shall not exceed:
 - 2.1 in respect of new Property, the invoice amount inclusive of transport charges but where no invoice is made out, the actual value and/or catalogue price current at the time of loss plus transport charges;
 - 2.2 in respect of other Property, the actual value;
 - 2.3 the insured amount stated in the schedule;whichever the lower.

DEFINITIONS

Hi-jacking shall mean seizure of the means of conveyance containing the insured Property resulting in the seizure of the insured Property contained in or on such conveyance where such seizure is accomplished by means of violence on or against the person or persons who, at the time of such seizure, are in actual lawful control of the conveyance and the insured Property.

Insured shall mean the transporter or carrier as described in the schedule but excluding any sub-contractors.

Overturning is deemed to include derailment of the means of conveyance whether or not there is actual overturning.

Property shall mean the property described in the schedule, including all containers, ropes, tarpaulins, packaging materials, receptacles, covers, boxes and labels when necessary for the Insured's commercial purposes

but excluding alcohol, liquor and alcoholic beverages, antiques or antiquities of any description, arms, ammunition, artworks, live animals of any description, bank and treasury notes, cash, travellers cheques, bullion, platinum, cobalt, copper, deeds, designs, documents of any description, explosives, furs, jewellery, patterns, plans, precious metals or stones, specie, stamps, tickets, tobacco, brass and scrap metal, exotic sea foods including caviar, prawns, calamari and crayfish, aircraft and their parts and accessories

unless declared to the Company and specifically included in the schedule.

MEMORANDA

1. Transit shall be deemed to commence from the time of moving the Property described in the schedule at the consignor's premises (including carrying to any conveyance and loading thereon), continue with transportation to the consignee (including temporary storage not exceeding 96 hours in the course of the journey) and end when off-loaded and delivered at any building or place of storage at the consignee's premises.
2. If any consignee shall refuse to accept Property consigned, transit shall be deemed to continue and the insurance in respect of such Property shall continue in force until the Property is delivered at the premises of the consignor by any means of conveyance, provided that the Insured shall take all reasonable steps to ensure that the Property is returned as soon as is reasonably possible.
3. Where the means of conveyance is by specified vehicle, the insurance under this section shall apply to Property on any vehicle temporarily used in place thereof while a specified vehicle is undergoing repair or servicing, which replacement vehicle is not the property of the Insured or leased or hired by them under a lease or suspensive sale agreement.
4. In the event of breakdown of the means of conveyance during transit or if, for any reason beyond the Insured's control, the Property is endangered, nothing contained herein shall debar the utilisation of any other form of transport to assist completion of the transit and the insurance afforded shall not be affected thereby.

SPECIFIC EXCLUSIONS

The Company shall not be liable for:

1. loss or damage resulting from or caused by:
 - 1.1 theft or any attempt thereat from any unattended vehicle unless the vehicle:
 - 1.1.1 is contained in a securely locked building or security compound and entry to or exit from such locked building or security compound is forcible and violent;
 - 1.1.2 stopped at a recognised truck stop;
 - 1.1.3 and the consignment as a whole is stolen;
 - 1.2 inherent vice or defect, vermin, insects, damp, mildew or rust;
 - 1.3 the dishonesty of any principal, partner or director whether acting alone or in collusion with others;
 - 1.4 detention, confiscation, impounding or requisition legally carried out by customs, police, crime prevention units, the Asset Forfeiture Unit or other officials or authorities;
 - 1.5 or arising whilst in transit by sea or inland transit incidental thereto; unless such loss or damage is caused by fire or explosion or collision or the overturning or derailment of the means of conveyance described in the schedule or theft or hijacking of the means of conveyance;
 - 1.6 breakdown of refrigeration equipment;
 - 1.7 scratching, denting, chipping or defacing not affecting the functioning of any item, unless following an accident or misfortune not otherwise excluded;
 - 1.8 carriage of any load exceeding the capacity for which the means of conveyance is constructed or licensed to carry;
2. wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
3. mechanical, electronic or electrical breakdown, failure, breakage or derangement of the insured Property unless following an accident or misfortune not otherwise excluded;
4. loss of or damage to
 - 4.1 Property outside the territorial limits stated in the schedule;
 - 4.2 Property otherwise insured or which would, but for the existence of this section, be insured by any other insurance except in respect of any excess beyond the amount which would have been payable under such other insurance, had the insurance under this section not been effected;
5. consequential loss of any kind, delay, loss of market, depreciation or changes brought about by natural

causes.

6. loss or damage incurred while any vehicle is being driven by any person:
 - 6.1 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);
 - 6.2 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 Company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.
7. Loss or damage caused by any vehicle used to convey the Property that fails to comply with or meet in any respect the requirements for roadworthiness as set out in the National road Traffic Act No 93 of 1996 (as amended) or any replacement statute, or of any provincial or local proclamation or statute which is applicable to the vehicle.

SPECIFIC CONDITIONS

1. Loading and unloading

Loading and unloading is only covered if such loading and unloading is the responsibility of the Insured or their appointed sub-contractor and such loading and unloading is under the direct control and supervision of the Insured or their appointed sub-contractor.

CLAUSES AND EXTENSIONS

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 such extensions and clauses are stated as included in the schedule) subject to any insured amounts or first amounts payable stated in the schedule under each extension.

Brand or Trademarks

In the event of a recoverable claim for damage to subject matter insured bearing brand or trademarks the sale of which carries a guarantee, the value shall, if required by the Insured, be determined only after the removal of such brand or trademarks, and if applicable, repacking into plain containers. The cost of removal or repacking shall be borne by the Company.

Nothing in this clause shall be deemed to override the provisions of the Disposal of salvage clause reflected below.

Disposal of Salvage

In the event of loss or damage recoverable under this section, the Insured shall take all reasonable steps to mitigate its loss and to sell the damaged goods for the best possible salvage price under the circumstances, with the prior written approval of the Company. Should the Insured fail to do so, the Company will nevertheless be entitled to reduce the claim payable under the policy by an amount equivalent to a reasonable salvage.

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

If the Property described in the schedule is lost or damaged by fire whilst in course of a transit insured by this section the Company will in addition to indemnifying the Insured for such loss or damage pay for the cost of extinguishing or attempting to extinguish such fire provided that the maximum amount payable under this extension shall not exceed the insured amount stated in the schedule against this extension.

Labels

In the case of damage affecting labels, capsules or wrappers the Company, if liable therefore in terms of this policy, shall not be liable for more than an amount sufficient to pay the cost of new labels, capsules or wrappers, and the cost of reconditioning the goods, but in no event shall the Company be liable for more than the insured value of the damaged subject-matter.

Pairs and Sets

When subject matter insured consist of articles in pairs or sets, this section shall not pay more than the value of the particular part or parts which may be lost or damaged, without reference to any special value which such article or articles may have as part of such pairs or sets, nor more than a proportionate part of the insured value of the pair or set.

Repairers

Provided that prior written approval of the Company has been obtained, the Insured has the option of nominating the repairers to be employed (including themselves) where repairs by any other party would prejudice the rights of the manufacturers' and/or suppliers' guarantees and/or warranties and the like. The Company agrees to pay the reasonable costs of the repairers nominated by the Insured.

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 occurrence referred to in 1 above;

provided that this extension does not cover:

1. loss or damage occurring in the Republic of South Africa and Namibia;
2. consequential or indirect loss or damage of any kind or description whatsoever;
3. loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
4. loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
5. loss or damage related to or caused by any occurrence 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 occurrence.
6. loss or damage in any country listed below the heading "Country – Riot and Strike excluded" in the schedule under this extension. If the Company has not excluded any country from the cover provided by this extension the above mentioned heading will not reflect in the schedule.

If the Company alleges that, by reason of provisos 1 to 6 above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on the Insured.

Salvage/recovery of load costs (if stated as included in the schedule)

The cover under this section is extended to include additional reasonable costs incurred by the Insured in connection with Property conveyed which is covered in terms of this section consequent upon an insured defined event which prevents the vehicle from completing or continuing delivery of the goods to the predefined destination.

Reasonable costs shall include:

1. clearing the debris of any Property;
2. sending alternative transport to the scene of the accident;
3. unloading the Property from the damaged vehicle and reloading the Property upon an alternative vehicle;
4. costs for protection of the load.

provided that the Company's liability in terms of this extension shall not exceed the insured amount stated in the schedule per item per event.

Sub-contractor(s) (if stated as included in the schedule)

The definition of "Insured" is restated to read:

Insured shall mean the transporter or carrier as described in the schedule and including those sub-contractors listed in the schedule under this extension.