



# Motor Traders Insurance

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# Motor Traders Insurance

## External section



### **Sub-section A - Loss or Damage**

#### **Defined events**

Loss of or damage to any vehicle and its accessories and spare parts whilst thereon occurring whilst the vehicle is

1. on the road;
2. temporarily garaged during the course of a journey elsewhere than in or on any business premises owned and/or occupied by the insured anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho Swaziland, Zimbabwe and Malawi.

In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding R2,000 provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured after repair of such loss or damage not exceeding the reasonable cost of transport to the permanent address of the insured in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland Zimbabwe and Malawi

provided that

1. the limit of indemnity for loss of or damage to any vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such loss or damage but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such loss or damage.
2. the company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the loss or damage not exceeding the 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 the company the vehicle is the subject of a suspensive sale or similar agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage.
4. in respect of each and every occurrence giving rise to a claim 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 the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

#### **Exceptions to sub-section A**

The company shall not be liable to pay for

1. consequential loss as a result of any cause whatsoever depreciation in value whether arising from repairs following a defined event or otherwise wear and tear mechanical or electrical breakdowns failures or breakages.
2. damage to tyres by application of brakes or by road punctures, cuts or bursts.
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. detention confiscation or requisition by customs or other officials or authorities.
5. loss of or damage to accessories or spare parts by theft unless the vehicle is stolen at the same time.

### **Sub-section B - Liability to third parties**

#### **Defined events**

Any accident caused by or through or in connection with any vehicle or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1. 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.

2. 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 or loaded onto or unloaded from such vehicle.

The company will also (in terms of and subject to the limitations of and for the purposes of this 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 the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.
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 policy except in respect of any amount not recoverable thereunder.

### Exceptions to sub-section B

The company shall not be liable under this sub-section in respect of

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.
2. death of or in jury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle motor scooter or side-car attached thereto at the time of the occurrence of the event from which any claim arises.
3. liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.

### Limits of indemnity

Unless otherwise stated the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

### 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) any motor vehicle or trailer the property of or in the custody or control of the insured (excluding any vehicle being the property of the insured and hired or sold under a suspensive sale or other deferred ownership agreement unless such vehicle is in the custody or control of the insured at the time of the occurrence of the event out of which any claim arises) and
- (b) any vehicle (mechanically-propelled or otherwise) attached to a vehicle covered under (a) above for the purpose of being towed or salvaged.

### No claim rebate provisions

In the event of no claim being made or arising under this section during a period of insurance specified below immediately preceding the renewal of this policy the renewal premium will be subject to the No Claim Discount as follows:

Period of insurance	No Claim Discount
the preceding year	10%
the preceding two or more consecutive years	20%
otherwise than above no discount applies	

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

## Extensions

### 1. Social domestic and pleasure use (if stated in the schedule to be included)

The description of use clause is extended to include use for social domestic and pleasure purposes in respect of the persons named in the schedule.

### 2. Loss of use of customers vehicles (if stated in the schedule to be included)

In the event of the company being liable to indemnify the insured under sub-section A of this section in respect of loss of or damage to any vehicle being the property of a customer whilst in the custody or control of the insured the company will also indemnify the insured notwithstanding exception (a) in the exceptions to sub-section A of this section against liability at law to pay compensation for loss of use of such vehicle provided that the liability of the company shall be limited to the amounts stated in the schedule.

### 3. Unauthorised use by employees (if stated in the schedule to be included)

Specific exception 1(a) (ii) is cancelled.

### 4. Legal liability of passengers for acts of negligence (if stated in the schedule to be included)

The company will at the request of the insured indemnify in terms of sub-section B of this section any person using the vehicle provided that such person

- (a) is not personally driving or in control of the vehicle.
- (b) is not entitled to indemnify under any other policy.
- (c) is not under the influence of intoxicating liquor or drugs.
- (d) shall as though he were the insured observe fulfil and be subject to the terms exceptions and conditions of this section in so far as they can apply.

### 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 the policy.
- (b) the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.

### 6. Cross liabilities

Where more than one insured is named in the schedule the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

### 7. 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 section is extended to cover loss or damage directly occasioned by or through or in consequence of

- (a) civil commotion labour disturbances riot strike or lockout.
- (b) the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in (a) 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.
- (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 policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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.

## Memoranda

### 1. Premium adjustment clause

The premium for each period of insurance which may be accepted by the company shall be based upon the estimated wages salaries commissions and any other consideration payable by the insured to all

employees. Where the insured is an individual or a partnership a minimum amount of R120,000 must be added for each principal.

At the commencement of each period of insurance the insured shall furnish to the company a statement containing an estimate of the amount of wages salaries commissions and any other considerations as aforesaid and shall pay to the company an estimated premium calculated upon such statement.

Upon the termination of each period of insurance the insured shall within one calendar month furnish to the company a statement of the actual amount paid or allowed as aforesaid and if the total amount disclosed by such statement shall differ from the amount upon which the estimated premium was calculated the difference in premium shall be met by an additional payment to the company or by a refund to the insured calculated on the basis of the company's scale of charges for this section.

It is a condition precedent to any liability of the company under this section that

- (a) the insured shall regularly record in a proper wage register the name of every employee together with the wages salary commission and other consideration paid or allowed to such employee and shall immediately record in such wage register the date of engagement and of discharge of each employee.
- (b) the insured shall at all times permit the company through any of its representatives to inspect such wage register.

## 2. Description of use clause (wages basis)

Use for business purposes of the insured by the insured a member director or employee of the insured excluding transit delivery or conveying for or on behalf of the insured by casual drivers or persons not wholly and regularly engaged in the employ of the insured including

use for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learner-drivers and is accompanied by a fully licensed driver who shall be either the insured a member of the insured or an employee of the insured including

use for purposes of demonstration which shall include driving by the person to whom the vehicle is being demonstrated provided that such person is accompanied by a fully licensed driver who shall be either the insured or a member director or employee of the insured and

use for social domestic and pleasure purposes (whether such use is incidental to the business of the insured or not) by any person other than the insured a member a director or an employee of the insured.

### Optional limitations

#### 1. Third party only limitation (if stated in the schedule to be applicable)

Sub-section A and the No Claim Rebate provisions are cancelled.

#### 2. Exclusion of demonstration risk (if stated in the schedule to be applicable)

The company shall not be liable for accident injury loss damage or liability whilst any vehicle is being used for the purpose of demonstration.

#### 3. Exclusion of passenger liability (if stated in the schedule to be applicable)

The company shall not be liable under sub-section B of this section in respect of death of or injury to any person(s) being carried in or upon or entering or getting onto or alighting from any vehicle at the time of the occurrence of the event from which any claim arises.

#### 4. Exclusion of own vehicles (if stated in the schedule to be applicable)

The definition of vehicle is amended to exclude any vehicle owned hired and/or leased by the insured.

### Specific exceptions

1. The company shall not be liable for any accident injury loss damage or liability
  - (a)
    - (i) whilst the vehicle is being used otherwise than in accordance with the description of use clause.
    - (ii) whilst the vehicle is being used for any unauthorised purpose by an employee of the insured or by any other person with whom such employee is or was acting in collusion.
  - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe and Malawi but the company will indemnify the insured against loss of or damage to any vehicle while in transit by sea between the ports in these territories including loading and unloading incidental to such transit.
  - (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 is not licensed to drive such vehicle

provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under specific exception (b) or if 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.

2. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

**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 the company immediately the insured have knowledge of such fact.



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# Motor Traders Insurance

## General exceptions conditions and provisions

Subject to the terms, exceptions and conditions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of the insured and receipt thereof by or on behalf of the company, the company specified in the schedule agrees to indemnify or compensate the insured by payment or, at the option of the company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the within sections up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the expression "company" shall be amended to "insurers" wherever it appears in this policy. In this event the percentage share of each insurer will be as expressed in the schedule of this policy and the liability of each such insurer individually shall be limited to the percentage share set against its name.

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

### General exceptions

1. (a) This policy 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) (1) 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.  
(2) 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 1(a) (i), (ii), (iii), (iv), (v) or (vi) above.

If the company alleges that, by reason of clause 1(a) (i), (ii), (iii), (iv), (v), (vi) or (vii) of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on the insured.
- (b) This policy 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 policy applies.
2. Except as regards the Fidelity, Stated Benefits and Group Personal Accident sections
  - (a) this policy does not cover
    - (i) loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss.
    - (ii) any legal liability of whatsoever nature directly 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.

- (b) The indemnity provided by this policy 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 policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

### 2. Other insurance

If, at the time of any event giving rise to a claim under this policy, an insurance exists with any other insurers covering the insured against the defined events, the company shall be liable to make good only a rateable proportion of the amount payable by or to the insured in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

### 3. Cancellation

This policy or any section may be cancelled at any time by the company giving 30 days' notice in writing (or such other period as may be mutually agreed) or by the insured giving immediate notice. On cancellation by the insured, the company shall be entitled to retain the customary short period or minimum premium for the period the policy or section has been in force. On cancellation by the company, the insured 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.

### 4. Adjustment of premium

If the premium for any section of this policy has been calculated on any estimated figures, the insured shall, after the expiry of each period of insurance, furnish the company with such particulars and information as the company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to the insured as the case may be.

### 5. Prevention of loss

The insured 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 policy the insured shall, at their own expense
- (i) give notice thereof to the company 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 the company) 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 the company full details in writing of any claim.
  - (iv) give the company such proofs, information and sworn declarations as the company may require and forward to the company immediately any notice of claim or any communication, writ, summons or other legal process issued or commenced against the insured 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 the company 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 the insured's legal liability to a third party.
- (c) No claim shall be payable unless the insured claims payment by serving legal process on the company 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 policy in respect of lost or stolen property the property, (the subject matter of the claim) or any part thereof is located, the insured shall render all assistance in the identification and physical recovery of such property if called on to do so by the company, provided that the insured's reasonable expenses in rendering such assistance shall be reimbursed by the company. Should the insured fail to render assistance in terms of this condition when called upon to do so, the insured shall immediately become liable to repay to the company all amounts paid in respect of the claim.



## **7. Company's rights after an event**

- (a) On the happening of any event in respect of which a claim is or may be made under this policy, the company and every person authorised by them may, without thereby incurring any liability and without diminishing the right of the company to rely upon any conditions of this policy
  - (i) take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the company to do so. The insured shall not be entitled to abandon any property to the company whether taken possession of by the company or not.
  - (ii) take over and conduct in the name of the insured the defence or settlement of any claim and prosecute in the name of the insured 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 the insured without the written consent of the company.
- (b) The insured shall, at the expense of the company, do and permit to be done all such things as may be necessary or reasonably required by the company for the purpose of enforcing any rights to which the company shall be, or would become, subrogated upon indemnification of the insured whether such things shall be required before or after such indemnification.
- (c) In respect of any section of this policy under which an indemnity is provided for liability to third parties, the company may, upon the happening of any event, pay to the insured 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 the company shall thereafter not be under further liability in respect of such event.

## **8. Fraud**

If any claim under this policy is in any respect fraudulent or if any fraudulent means or devices are used by the insured or anyone acting on their behalf or with their knowledge or consent to obtain any benefit under this policy or if any event is occasioned by the wilful act or with the connivance of the insured, the benefit afforded under this policy in respect of any such claim shall be forfeited.

## **9. Breach of conditions**

The conditions of this policy 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.

## **10. No rights to other persons**

Unless otherwise provided, nothing in this policy shall give any rights to any person other than the insured. Any extension providing indemnity to any person other than the insured shall not give any rights of claim to such person, the intention being that the insured shall claim on behalf of such person. The receipt of the insured shall in every case be a full discharge to the company.

## **General provisions**

### **1. Payments on account**

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

### **2. First amount payable**

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

### **3. Members**

Wherever the word "director" is used it is deemed to include "member" if the insured is a close corporation.

### **4. Meaning of words**

The schedules and any endorsements thereto and the policy 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.

### **5. Premium payment**

Premium is payable on or before the inception date or renewal date as the case may be. The company shall not be obliged to accept premium tendered to it after inception date or renewal date as the case may be but may do so upon such terms as it at its sole discretion may determine.

**6. Holding covered**

If the company is holding cover on a risk they will not reject a claim on the basis that the premium has not been agreed.

**7. Schedule sums insured blank**

If, in a schedule of this policy, the sum insured, limit of indemnity or compensation is

- (a) left blank or has no monetary amount stipulated against it;
- (b) reflected as nil or not applicable or not covered or no indemnity extended

this means the defined event or circumstance shown in the schedule is not insured by the policy.

**8. Security firms**

If an employee of a security firm employed by the insured under a contract causes loss or damage, the company agrees, if in terms of the said contract the insured may not claim against the said security firm, not to exercise their rights of recourse against the said security firm.

The company shall not raise as a defence to any valid claim submitted under any section or sub-section of this policy that the company's 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 Traders Insurance

## Internal section



### **Sub-section A - Damage**

#### **Defined events**

Damage to any vehicle owned by the insured and its accessories and spare parts whilst thereon occurring whilst the vehicle is in or on the premises stated in the schedule. In addition, if such vehicle is disabled by reasons of any damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the previous consent of the company to the extent of but not exceeding R2,000 provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured after repair of such 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 and Malawi provided that

1. the limit of indemnity for any such vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such damage but shall not exceed the reasonable market value of the vehicle and its accessories and spare parts at the time of such damage.
2. the company may at its own option repair reinstate or replace such vehicle or any part thereof and/or its accessories and spare parts or may pay in cash the amount of the damage not exceeding the reasonable market value of such vehicle and/or its accessories and/or spare parts at the time of such damage.
3. if to the knowledge of the company the vehicle is the subject of a suspensive sale or similar agreement such payment shall be made to the owner described therein whose receipt shall be a full and final discharge to the company in respect of such loss or damage.
4. in respect of each and every occurrence giving rise to a claim, 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 the company in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the company shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the company forthwith.

#### **Exceptions to sub-section A**

The company shall not be liable to pay for

1. consequential loss as a result of any cause whatsoever depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical or electrical breakdowns failures or breakages.
2. damage to tyres by application of brakes or by road punctures, cuts or bursts.
3. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities.
4. 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 or in connection with the loading and/or unloading of such vehicle against all sums including claimant's costs and expenses which the insured shall become legally liable to pay in respect of

1. accidental death of or bodily injury to any person but excluding death of or bodily injury to any person in the employment of the insured arising out of and in the course of such employment or being a member of the same household as the insured.
2. accidental damage to
  - (a) the vehicle and/or its accessories and spare parts whilst thereon held in trust by or in the custody or control of the insured other than a vehicle belonging to the insured or a member of the same household as the insured or an employee of the insured;

- (b) property not being property belonging to nor held in trust by nor in the custody or control of the insured nor belonging to a member of the same household as the insured nor an employee of the insured

occurring in or on the premises through the negligence of the insured or any person in the service of or acting on behalf of the insured or by or through any defect in the premises or in the ways works machinery or plant therein.

The company 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 the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B.
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 policy except in respect of any amount not recoverable thereunder.

### Exceptions to sub-section B

The company shall not be liable under this sub-section in respect of

1. so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected.
2. death of or injury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle motor scooter or side-car attached thereto, at the time of the occurrence of the event from which any claim arises.
3. liability arising from the operation demonstration or use for purposes other than maintenance or repair of a vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant.

### Limits of indemnity

Unless otherwise stated the liability of the company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule.

### 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) a mechanically-propelled vehicle.
- (b) any vehicle attached to a vehicle described in (a) above for the purpose of being towed.

### No claim rebate provisions

In the event of no claim being made or arising under this section during a period of insurance specified below immediately preceding the renewal of this policy the renewal premium will be subject to the No Claim Discount as follows:

Period of insurance	No Claim Discount
the preceding year	10%
the preceding two or more consecutive years	20%
otherwise than above no discount applies	

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

## Extensions

### 1. Work away from premises (if stated in the schedule to be included)

The premises as stated are extended to include any other premises at which the insured is performing work provided such premises are not under the insured's control.

### 2. 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 the policy.
- (b) the insured shall be responsible for the first amount payable stated in the schedule of each and every loss.

### 3. Cross liabilities

Where more than one insured is named in the schedule the company will indemnify each insured separately and not jointly and any liability arising between such insured shall be treated as though separate policies had been issued to each, provided that the aggregate liability of the company shall not exceed the limit of indemnity stated in the schedule.

### 4. 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 section is extended to cover loss or damage directly occasioned by or through or in consequence of

- (a) civil commotion labour disturbances riot strike or lockout.
- (b) the act of any lawfully established authority in controlling preventing suppressing or in any other way dealing with any occurrence referred to in (a) 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.
- (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 policy or the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any such occurrence.

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.

## Memoranda

### 1. Premium adjustment clause

The first premium and all renewal premiums payable hereunder are based partly upon the area of the premises and partly upon the amount of wages salaries and other earnings paid to employees principals and directors by the insured during each period of insurance. The name of every employee and the amount of wages salary and other earnings to which he is entitled which shall include the value of all house rent food or other consideration given in addition to wages shall be fully and accurately recorded in a proper book kept for the purpose. Where the insured is a private individual or partnership a minimum amount of R120,000 per annum shall be deemed to be earned by each principal. The insured shall at all times allow the company through any of its representatives to inspect such records and shall if required supply the company with a correct amount of all the wages salaries and other earnings (allowing in respect of each principal a minimum sum of R120,000) paid during any such period of insurance within one month of the expiry of such period of insurance and if the total amount so paid shall differ from the amount on which the premium has been paid the difference in premium shall be met by a further proportionate payment to the company or by a refund by the company as the case may be. In the event of any extension or alteration of the premises during the currency of this section the insured shall immediately notify the company in writing thereof and shall pay to the company any adjusted premium required by them in respect of such extension or alteration.

## Optional limitations

### Third party only limitation (if stated in the schedule to be applicable)

Sub-section A, Defined event 2(a) of sub-section B and the No Claim Rebate provisions are cancelled.

### Specific exceptions

1. The company shall not be liable for any accident injury loss damage or liability in respect of
  - (a) death injury or damage directly or indirectly caused by fire or explosion or by lightning provided that this exception shall not apply to any claim under Sub-section B 1 and 2(b) of this section arising from death injury or damage caused by fire or explosion resulting directly from the possession of a motor vehicle
  - (b) any consequence of theft or housebreaking or any attempt thereat
  - (c) damage to property sustained while it is being worked upon and directly resulting from suchwork
  - (d) any defective workmanship or any consequence thereof
  - (e) death injury or damage caused by or through any demolition of or structural alteration or addition to the premises or by or through the installation of any equipment
  - (f) death injury or damage caused by or through or in connection with the use by the insured or any person in the service of or acting on behalf of the insured of power-driven cranes, elevators, lifts or hoists (having a lift exceeding 2 metres) other than cranes or elevators forming part of the vehicle.
  - (g) death injury or damage resulting from the driving elsewhere than in or on the premises of the vehicle by the insured or any person in the service of or acting on behalf of the insured
  - (h) damage caused by weather conditions to the vehicle and/or its accessories or spare parts.
2. The company shall not be liable for any accident injury loss damage or liability incurred while any vehicle is being driven by
  - (a) 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.
  - (b) 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 is not licensed to drive such vehicleprovided that any driver shall be deemed to be licensed to drive the vehicle 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.
3. The company shall not be liable for any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

### 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 the company immediately the insured have knowledge of such fact.