

# MOTOR

## SUB-SECTION A LOSS OR DAMAGE

### DEFINED EVENTS

Loss of or damage to any vehicle described in the Schedule and its accessories and spare parts whilst thereon. In addition, if such vehicle is disabled by reasons of any loss or damage insured hereby, the insurer 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 prior consent of the insurer to the extent of but not exceeding R5 000, provided that a detailed estimate is first obtained and immediately forwarded to the insurer. The insurer 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, Mozambique or Malawi provided that:

1. the limit of indemnity for each type of vehicle is as stated in the Schedule and shall be the maximum amount payable by the insurer 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 insurer 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 insurer, 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 insurer in respect of such loss or damage;
4. in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under this sub-section, the insured shall be responsible for the first amounts payable stated in the Schedule (according to the type of vehicle) of any expenditure (or any less expenditure which may be incurred) for which provision is made under this sub-section (including any payment in respect of costs, expenses and fees), and of any expenditure by the insurer in the exercise of any discretion it may have under this insurance. If the expenditure incurred by the insurer shall include any first amount payable for which the insured is responsible, such amount shall be paid by the insured to the insurer forthwith.

If an individual over the age of 55 years is the registered owner of a private vehicle, indicated on the Schedule as a category "A" vehicle, and is also the driver of the insured vehicle at the time of an occurrence which gives rise to a claim in terms of this section, no excess will be applicable.

For the purposes of this clause the term "individual" shall be deemed to include directors, trustees or members if the registered owner of the vehicle is a company, a trust or a close corporation.

This concession does not apply in respect of:

- (i) any other person (except the individual's spouse);
5. the insurer shall not be liable for more than the amount stated in the Schedule (after deduction of the first amounts payable) in respect of the theft or attempted theft of radios, tape players and similar equipment or telephones not supplied by the manufacturers of the vehicle when new.

# EXCEPTIONS TO SUB-SECTION A

The insurer shall not be liable to pay for:

- (a) consequential loss as a result of any cause whatsoever, depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages;
- (b) damage to tyres by application of brakes or by road punctures, cuts or bursts;
- (c) damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;
- (d) detention, confiscation or requisition by customs or other officials or authorities.

## SUB-SECTION B LIABILITY TO THIRD PARTIES

### DEFINED EVENTS

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

- (i) death of or bodily injury to any person, but excluding death of or bodily injury to any person in the employ of the insured arising from and in the course of such employment or being a member of the same household as the insured;
- (ii) damage to property other than property belonging to the insured or held in trust by or in the custody or control of the insured or being conveyed by, loaded onto or unloaded from such vehicle.

The insurer 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 subsection, provided that the total of the insurer'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

3. indemnify the insured while personally driving or using any private type motor car not belonging to him and not leased or hired to him under a lease or suspensive sale agreement, provided the insured is an individual and has insured hereunder a vehicle described under definition (a) or (b) and provided the insurer shall not be liable for damage to the vehicle being driven or used.
4. indemnify the insured in respect of liability arising from the towing by a vehicle (other than for reward) of any other vehicle or trailer (including liability in connection with the towed vehicle or trailer), provided the insurer shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

## EXCEPTIONS TO SUB-SECTION B

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

- (a) so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exception shall apply notwithstanding that no insurance under such enactment is in force or has been effected;
- (b) death of or injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition (b), (c), (d) or (e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger-carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500kg);
- (c) liability arising from the operation, demonstration or use (for purposes other than maintenance or repair of the vehicle) of any tool or plant forming part of or attached to or used in connection with a vehicle or anything manufactured by or contained in any such tool or plant. This exclusion shall not apply to forklift trucks.

## LIMITS OF INDEMNITY

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

## SUB-SECTION C MEDICAL EXPENSES

### DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, in direct connection with such vehicle, sustains bodily injury by violent, accidental, external and visible means, the insurer will pay to the insured the medical expenses incurred as a result of such injury up to R5 000 per injured occupant but not exceeding R20 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

The amount payable under this sub-section shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation.

The term medical expenses includes any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place where medical treatment can be given.

**Defined vehicle but only if it is insured  
Sub-section A of this section**

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

**Specified part of vehicle in which the under  
injury must occur**

Anywhere inside the vehicle  
The permanently enclosed passenger carrying compartment

## DEFINITIONS

### 1. Occurrence

The term occurrence shall mean an occurrence or series of occurrences arising from one cause in connection with any one vehicle in respect of which indemnity is provided by this insurance.

### 2. Vehicle

The term vehicle shall mean:

- (a) private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 9 persons including the driver);
- (b) commercial vehicles and special type vehicles as described in the Schedule;
- (c) motor cycles (including motor scooters and 3-wheeled vehicles);
- (d) buses (including any vehicle used for business purposes and designed to seat more than 9 persons, including the driver);
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto;
- (f) self propelled agricultural implements, i.e. any self propelled agricultural vehicle which is not designed or customised for the main purpose of transporting goods, but excluding any such vehicle if it is a tractor or harvester;
- (g) tractors;
- (h) harvesters (combines)

any such vehicle being owned by or hired or leased to the insured, including any such vehicle temporarily operated by the insured as replacement for any vehicle out of use for the purpose of overhaul, upkeep and/or repair provided that the insurer's maximum liability shall not exceed the lesser of the market value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the Schedule.

**No claim rebate provisions (applicable to specified vehicle basis)**

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

**DEFINITION (a)**

Period of insurance	Claim-Free Group
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five or more consecutive years.	5

Otherwise than above, Claim-Free Group 0 applies.

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

**(i) CLAIM-FREE GROUP 4**

Period of insurance during which no claim is made or arises	Claim-Free Group
the preceding year	3
the preceding two consecutive years	4
the preceding three consecutive years	5
the preceding four consecutive years	6

**(ii) CLAIM-FREE GROUP 5**

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

Otherwise than above, Claim-Free Group 0 applies.

**DEFINITIONS (b), (e), (f), (g), (h)**

Period of insurance	No Claim Discount
the preceding year	15%
the preceding two consecutive years	20%
the preceding three consecutive years	30%
the preceding four consecutive years	40%

Otherwise than above no discount applies.

**DEFINITIONS (c) and (d)**

Period of insurance	No Claim Discount
the preceding year	15%
the preceding two consecutive years	20%
the preceding three consecutive years	30%
the preceding four consecutive years	35%

Otherwise than above no discount applies.

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

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

# EXTENSIONS

## 1. Contingent liability extension

The indemnity under Sub-section B includes claims made against:

- (a) the insured in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not the property of or provided by the insured, while being used by any partner or director or employee of the insured (hereinafter in this extension referred to as such person);
- (b) any such person in the event of an accident arising in the course of the business and caused by or through or in connection with any motor vehicle not belonging to him or to the insured or leased or hired by either of them, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer

provided that:

- (i) all the words in (b) of the exceptions to Sub-section B are deleted;
- (ii) the insurer shall not be liable for loss of or damage to any motor vehicle being used for the purposes and in the manner described in (a) and (b) above;
- (iii) the payment by the insured of subsidies or travelling allowances to such person for the use of his own vehicle for official purposes of the insured, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;
- (iv) if, at the time of the occurrence of any accident giving rise to a claim under this extension, the insured or such person is entitled to indemnity under any other policy in respect of the same occurrence, the insurer shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under such other policy;
- (v) the terms, exceptions and conditions of the policy shall otherwise apply;
- (vi) the limit of indemnity for any one occurrence shall not exceed R2 500 000 or the amount stated in the Schedule, whichever is the higher.

## 2. Passenger liability extension (if stated in the schedule to be included)

Exception (b) to Sub-section B shall not apply to vehicles described in definition (b), other than special types, or in definitions (c), (d) or (e). The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

## 3. Unauthorised passenger liability extension

The indemnity under Sub-section B, notwithstanding exception (b) thereto, extends to cover the insured's legal liability for death of or bodily injury to persons while being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of the insured's instructions to their driver not to carry passengers. The limit of indemnity for any one occurrence shall not exceed R2 500 000 or the amount stated in the schedule, whichever is the higher.

#### 4. Parking facilities and movement of third party vehicles extension

This section extends to indemnify the insured in respect of accidents caused by or through or in connection with the moving of any vehicle (not owned or borrowed by or hired or leased to the insured) by any person in the employ of the insured or acting on the insured's behalf, provided always that such vehicle was being moved:

- (a) with the authority of any tenant, customer or visitor of the insured or;
- (b) in connection with the insured's parking arrangements or;
- (c) to facilitate the carrying out of the insured's business, and provided further that this extension shall not apply in respect of damage to vehicles which are parked for reward. The limit of indemnity for any one occurrence shall not exceed R2 500 000 or the amount stated in the Schedule, whichever is the higher.

For the purpose of this extension, such vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of, the insured.

#### 5. Windscreen extension (if stated in the Schedule to be included)

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to any payment for damage to windscreen glass, side or rear glass forming part of any vehicle.

In terms of A-type vehicles only, this extension will also be applicable to headlights and taillights.

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 (applicable to glass) stated in the Schedule of each and every loss.

#### 6. Waiver of subrogation rights

For the purposes of this section, the insurer waives all rights of subrogation or action which they may have or acquire against any other person to whom the indemnity hereunder applies, and each such person shall observe, fulfil and be subject to the terms, exceptions and conditions (both general and specific) of this insurance in so far as they can apply.

#### 7. Principals

Notwithstanding Specific exception 2 of this section, the indemnity under Sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Building Industries Federation of South Africa, and in connection with any liability arising from the performance of such contract, any principal named in such contract entered into by the insured for the purposes of the business, provided that the liability of the insurer shall not exceed the limit of indemnity stated in the schedule.

#### 8. Cross liabilities

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

#### 9. Riot and strike extension (if stated in the schedule to be included)

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

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

Provided that this extension does not cover:

- (a) loss or damage occurring in the Republic of South Africa and Namibia;
- (b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- (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 insurer 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.

## 10. Loss of keys extension

The insurer 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 loss or damage to any lock, key or alarm controller of such vehicle or following upon the insured having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller, provided that:

- (i) the insurer's liability shall not exceed, in respect of any one event, R5 000 (five thousand rand) or the amount stated in the Schedule, whichever is the higher;
- (ii) the insured shall be responsible for the first R500 of each and every claim.

The provisions of this section relating to first amount payable and No Claim Rebate shall not apply to this extension.

## 11. Fire extinguishing charges extension

Any costs (not exceeding R5 000) relating to the extinguishing or fighting of fire shall be deemed to be damage to the insured property and shall be payable in addition to any other payment for which the insurer may be liable in terms of this section, provided the insured is legally liable for such costs and the insured property was in danger from the fire.

## 12. Wreckage removal extension

The cover provided under Sub-section A of this section is extended to include costs and expenses incurred by the insured in respect of the clearing up and removal of debris and wreckage of any insured vehicle following damage to such vehicle by a defined event, provided that, in addition to the limit of indemnity under Sub-section A of this section, the limit of the insurer's liability under this extension shall not exceed, in respect of any one occurrence, the limit stated in the schedule to apply to this extension.

The insurer's liability is limited to R2 500 or the amount stated in the schedule, whichever is the higher.



### 13. Credit shortfall extension (if stated in the schedule to be included)

If any total loss settlement under Sub-section A is less than the amount owing to the financier under a current instalment sale or lease agreement, the insurer will pay to the insured an additional amount equal to the shortfall less:

- (a) any arrears instalments or rentals including interest payable on such arrears;
- (b) all refunds of premium for cancellation of any insurance cover relating to the motor vehicle;
- (c) the increased instalments or rentals that would have been paid had there been no residual capital value at the end of the finance period, calculated to the month in which the claim is settled;
- (d) the first amount payable under sub-section A

provided always that:

- (a) the amounts payable shall not exceed the maximum indemnity less the first amount payable under Sub-section A;
- (b) this endorsement shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% from any other instalment;
- (c) if such shortfall is as a result of a re-advance under an instalment sale or refinancing in terms of a lease the insurance by this extension shall be void.

### 14. Replacement of insured motor vehicles (Private-type motor vehicles and light delivery vehicles only)

In the event of the private type motor car or light delivery vehicle, as stated in the schedule, being damaged, and in the insurer's opinion cannot be repaired economically, or stolen and not recovered within a reasonable time the insurer will replace such vehicle with a similar new vehicle, subject to the availability thereof and provided that:

- (a) the loss or damage occurs within 12 months of the first registration of such vehicle;
- (b) the insured vehicle has not travelled more than 30 000 kilometres;
- (c) the insurer shall not be liable for more than the amount stated in the schedule after the deduction of the first amount payable.

### 15. Tow-in cost and safeguarding after mechanical breakdown

Sub-section A is extended to include towing and safeguarding costs not exceeding an amount of R2 500 incurred following mechanical or electrical breakdown of a private type motor car and/or light delivery vehicle insured in terms of this section and stated in the schedule. This cover is limited to a single event during any period of 12 consecutive calendar months.

### 16. Emergency accommodation

Sub-section A is extended to include the actual and necessary cost of emergency accommodation for the driver and passengers in the event of a private type motor car and/or light delivery vehicle insured in terms of this section of the policy and stated in the schedule, being damaged by an insured peril. The cover is limited to R500 per person but not exceeding R5 000 in the aggregate per event.

## 17. Damage to tyres (agricultural tractors, harvesters and agricultural implements)

The cover under this section of the policy is extended to include total loss of and irreparable damage to the tyres of the vehicles mentioned above as a result of damage caused by any unseen or concealed object whilst on the road or other surface provided that:

- (a) the insured shall at his own expense have all damage and wear and tear assessed by one or more reputable tyre retreaders/suppliers to assess whether or not the tyre can be repaired;
- (b) the corresponding, undamaged tyre in the set of tyres will also enjoy cover, but only if the vehicle manufacturer deems it necessary or required;
- (c) the insured is responsible for the first amount payable of 10% of claim, with a minimum of R500 in respect of the corresponding, undamaged tyre;
- (d) wear and tear at the time of the loss or damage is not covered in terms of this extension.

The insurer's liability shall not exceed R30 000 or the amount stated in the schedule, whichever is the higher, in respect of any one event.

## 18. Loss of use of vehicle (if stated in the schedule to be included)

In the event of the loss of use of a tractor, truck, mechanical horse or harvester stated in the schedule through or as a result of any peril insured against in this section of the policy which would constitute a claim under this section of the policy, the insurer shall, upon receipt of proof of an account issued by the supplier or lessor, indemnify the insured for the cost of hiring a tractor, truck, mechanical horse or harvester, used for agricultural purposes (with driver if compulsory).

Provided that:

- (a) the indemnity is limited to the hiring cost for the maximum period of 30 days or the amount as stated in the Schedule, whichever is the lower;
- (b) cover will only commence after the duly completed claim form in respect of the loss or damage has been received by the insurer;
- (c) the said vehicle was used for agricultural purposes at the time of the loss or damage.

Exceptions:

- (1) Loss or damage resulting from freezing or mechanical breakdown.
- (2) The insurer shall not be liable to supply a tractor, truck, mechanical horse or harvester.

## 19. Passenger liability – Employees (if stated in the schedule to be included)

The insurer will indemnify the insured in terms of Sub-section B for death of or bodily injury to an employee being carried in or upon, entering or getting on to or alighting from any vehicle insured in terms of this section as described in definition of vehicle (b) and (e).

Provided that:

- (1) The occurrence took place outside the work context.
- (2) The vehicle is fitted with railings on all sides of the load area.
- (3) The insurer's liability is limited to R500 000 per occurrence.

## 20. Rent of vehicle (if stated in the schedule to be included)

In the event of a private type motor car or light delivery vehicle:

- (1) being unusable or being repaired due to loss or damage covered by this section;
- (2) being damaged and in the opinion of the insurer cannot be repaired economically or stolen and not recovered within a reasonable period.

the insurer will supply the insured with a vehicle of the insurer's choice provided that:

- (a) the insurer has received the duly completed claim form in respect of the loss or damage;
- (b) the vehicle will be supplied until such time as the insured vehicle is:
  - (i) repaired satisfactorily if such vehicle can be repaired economically;
  - (ii) replaced by a new vehicle or the date of payment in the event of a cash settlement;
  - (iii) recovered plus, if applicable, any time required for the repair of the vehicle after recovery in the event of theft whichever occurs first
- (c) the vehicle will be supplied for a maximum period of 30 days;
- (d) loss or damage falling within the applicable excess is not covered in terms of this extension.

## 21. Bereavement benefit

The insurer will pay R5 000 for additional costs following a motor accident resulting in the death of the driver of a private type vehicle or LDV.

## 22. Excess buster on spare wheels (if stated in the schedule to be included)

The provisions of this section relating to first amount payable shall not apply to any payment for loss of any spare wheel.

Provided that:

- (i) no other damage has been caused to the vehicle giving rise to a claim under the policy;
- (ii) the insurer shall not be liable for loss caused by theft from any unattended vehicle unless the spare wheel is contained in a securely locked driver's cabin or boot or attached to the permanent fitting provided by the vehicle manufacturer or the vehicle itself is housed in a securely locked building and entry to or exit from such locked vehicle or building is accompanied by forcible and violent entry or exit.

## 23. Automatic additions

The insurer will insure any additional vehicle purchased, leased or hired for up to:

- (1) R300,000 or
- (2) the vehicle's market value or
- (3) the purchase price of the vehicle

whichever the lesser.

The insured must:

- (1) notify the insurer within 14 days of the date of the purchase, lease, hire or sale and
- (2) pay any additional premium requested by the insurer.

## 24. Motor accident benefit to employees (if stated in the schedule to be included)

If an occupant in any insured vehicle pass away, in direct connection with such vehicle, the insurer will pay to the insured, on behalf of such person or his estate, R60 000 per occupant but not exceeding R1,000,000 in total for all occupants for any one event or series of events, provided that:

- (1) such occupant is also a full-time employee of the insured;
- (2) death occurs within 90 days of such event.

## 25. Combine corn head and cutting platform

The insurer will indemnify the insured in terms of Sub-section A and B for loss of or damage to combine corn heads and cutting platforms whilst attached to any insured combine or whilst temporary removed from any insured combine, provided that said corn head and cutting platform is not attached to any uninsured combine.

## 26. Recovery costs

The insurer shall indemnify the insured for reasonable costs incurred with the written consent from the insurer to recover the insured undamaged vehicle when it is found after it has been stolen or hijacked. The limit of indemnity shall not exceed R5 000 in respect of recovery costs.

# MEMORANDA

## 1. Premium adjustment clause

If this section is issued on a non-specified vehicle basis, the insured shall submit to the insurer at the end of each period of insurance a declaration of the total number of vehicles owned, hired or leased at such expiry date. The insurer shall, upon receipt of this declaration, make a premium adjustment of 50 per cent of the annual rate per vehicle applied to the difference in the number of vehicles at inception or renewal and the number declared.

## 2. War clause

In respect of Sub-sections B and C only, General exception 1 is deleted and replaced by the following: This section does not cover war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, mutiny, insurrection, rebellion, revolution, military or usurped power.

## 3. Description of use clause

Use for social, domestic and pleasure purposes and use for the business or occupation of the insured excluding hiring, carriage of passengers for hire or carriage of fare-paying passengers, racing, speed or other contests, rallies, trials, carriage of explosives or carriage of any load or passengers exceeding the capacity for which it is constructed or licensed to carry or use for any purpose in connection with the motor trade. The indemnity to the insured in connection with any vehicle shall operate while such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair.

# OPTIONAL LIMITATIONS

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

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

## **Third party and fire only limitation (if stated in the Schedule to be applicable)**

The liability of the insurer under Sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

## **Third party, fire and theft only limitation (if stated in the Schedule to be applicable)**

The liability of the insurer under Sub-section A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, sub-section C and the No-Claim Rebate provisions are cancelled.

# SPECIFIC EXCEPTIONS

1. The insurer shall not be liable for any accident, injury, loss, damage or liability:
  - (a) whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with the description of use clause;
  - (b) incurred outside the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Mozambique and Malawi, but the insurers will indemnify the insured against loss of or damage to any vehicle while in transit by sea or air between ports or places 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 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 insurer that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

Provided that any driver shall be deemed to be licensed to drive the vehicle if he is complying with the licensing laws relating to any of the territories referred to under Specific exception (b), or if non compliance with any licensing law is solely because of failure to renew any licence subject to periodic renewal, or if a licence is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners.

2. The insurer 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 his 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 insurer immediately the insured has knowledge of such fact.