

# MOTOR GENERAL SECTION

## DEFINITIONS

**Event:** unless stated otherwise, this means an event or series of events arising from one cause in connection with any one Insured Vehicle in respect of which indemnity is provided by this insurance.

**Vehicle:** shall mean

1. any self-propelled conveyance stated in the schedule, used on land **but that does not run on rails and restricted to:**
  - 1.1 private type motor cars (including sedans, cabriolets, sports utility vehicles, motorised caravans, station wagons and the like) designed or adapted to carry **not more than 12 persons**, including the driver;
  - 1.2 buses designed or adapted to carry **more than 12 persons**, including the driver;
  - 1.3 light commercial vehicles which are vehicles **with gross vehicle mass of up to 3,500 kg** designed or adapted to carry goods;
  - 1.4 commercial vehicles which are vehicles **with gross vehicle mass exceeding 3,500 kg** designed or adapted to carry goods;
  - 1.5 motor cycles which are vehicles with two or more wheels that are designed to be driven by the type of controls usually fitted to motor cycles;
  - 1.6 agricultural equipment, i.e. any agricultural vehicle which is not designed or adapted for the main purpose of transporting goods, including tractors and harvesters;
  - 1.7 special type vehicles which are vehicles manufactured or modified for specific commercial purposes such as digging, firefighting, lifting, loading, earth moving and the like and which are operated by skilled and trained operators and which are not insurable under vehicle definitions 1.1 to 1.6

and includes any accessories whilst fitted to the vehicle whether specified in the schedule or not.

Provided that

- (a) the accessory is on the vehicle at the time of the insured event;
  - (b) the insured amount of the vehicle stated in the schedule is adequate to include both the vehicle and the accessory;
2. any vehicle used on land without means of self-propulsion designed to be drawn by a self-propelled vehicle defined in 1 above, **but excluding any parts or accessories not permanently fitted thereto**.

## COVER PROVIDED BY THIS SECTION

Subject otherwise to the terms, exclusions and conditions of this 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 (but where applicable as indicated below, only if the extensions and clauses are stated as included in the schedule).

## CONTINGENT LIABILITY (if stated in the schedule to be included)

The Company will

1. indemnify the Insured for claims made against them in respect of death of or bodily injury to any person, or damage to property resulting from any accident caused by or through or in connection with the loading or unloading of any Vehicle not the property of or provided by the Insured, being used by any partner or director or employee of the Insured (hereinafter in this extension referred to as the person), in respect of which the Insured and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses;

2. indemnify the person in the event of an accident arising in the course of the business and caused by or through or in connection with any Vehicle not belonging to him or to the Insured or leased or hired by either of them, **but only in so far as the person has not been refused any motor insurance or continuance thereof by any insurer;**
3. indemnify the person in respect of liability arising from the towing by a Vehicle (**other than for reward**) of any other Vehicle or trailer (including liability in connection with the towed Vehicle or trailer), **provided the Company shall not be liable for damage to the towed Vehicle or trailer or to property therein or thereon;**
4. 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 cover, 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 cover.

**Provided that:**

- (a) **the accident arises in the course of the Insured's business;**
- (b) **the accident arises while the Vehicle is being used by the person;**
- (c) **if, at the time of the occurrence of any accident giving rise to a claim under this cover, the Insured or the person is entitled to indemnity under any other policy in respect of the same Event, the Company shall not be liable to make any payment hereunder except in respect of any excess beyond the amount payable under the other policy;**
- (d) **the Company shall not be liable for loss of or damage to any Vehicle being used by the Insured in the manner described in 1. and 2. above;**
- (e) the payment by the Insured of subsidies or travelling allowances to the person for the use of his own Vehicle for official purposes of the Insured, including the carriage of persons for the purposes, shall not prejudice this cover.

**The Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

## **PARKING FACILITIES AND MOVEMENT OF THIRD PARTY VEHICLES (if stated in the schedule to be included)**

The Company will 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 that:**

- (a) **the Vehicle was being moved with the authority of any tenant, customer or visitor of the Insured, or in connection with the Insured's parking arrangements, or to facilitate the carrying out of the Insured's business;**
- (b) **this cover shall not apply in respect of damage to Vehicles which are parked for reward;**
- (c) **the Company's liability shall not exceed the insured amount stated in the schedule for any one Event.**

For the purpose of this cover, the Vehicle (and its contents) shall not be deemed to be held in trust by, or in the custody or control of the Insured.

## **EXCLUSIONS – LIABILITY TO THIRD PARTIES**

**The Company shall not be liable for:**

1. **death of or bodily injury to any person in the employ of the Insured arising from and in the course of the employment;**
2. **death of or bodily injury to any person being a member of the same household as the Insured;**
3. **damage to property belonging to the Insured or an employee of the Insured or a member of the same household as the Insured;**
4. **damage to any Insured Vehicle the property of the Insured or an employee of the Insured or a member of the same household as the Insured;**
5. **damage to property, including any Vehicle, held in trust by or in the custody or control of the Insured;**

6. damage to property being conveyed by, loaded onto or unloaded from any Insured Vehicle;
7. any 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 tool or plant. This exclusion shall not apply to forklift trucks;
8. in respect of so much of any compensation or claim as falls within the scope of any compulsory motor vehicle insurance enactment. This exclusion shall apply notwithstanding that no insurance under the aforementioned enactment is in force or has been effected.
9. compensation which may be claimed from or payable under any compulsory motor vehicle insurance and this exclusion applies whether or not such compensation is claimed, paid or received, whether the applicable legislative entity is unable to or incapable of providing compensation, and notwithstanding that no insurance under any compulsory motor vehicle insurance has been effected;
10. compensation that can or could be claimed from or payable by the Road Accident Fund in terms of the Road Accident Fund Act 56 of 1996, as amended, or in terms of any legislation enacted for the purpose of providing compensation for loss, damage or liability caused by or arising in connection with an insured vehicle. This exclusion applies whether or not the Road Accident Fund is unable or incapable of paying compensation, or whether compensation is claimed, paid or received, and notwithstanding that no insurance under the said legislation is in force or has been effected.

## SPECIFIC EXCLUSIONS

The Company shall not be liable:

1. for any accident, injury, loss, damage, liability, costs and/or expenses caused, sustained or incurred in any country outside the standard territorial limits stated in the schedule;
2. for any accident, injury, loss, damage, liability, costs and/or expenses incurred while any Vehicle is being driven by
  - (i) the Insured whilst his/her blood alcohol concentration level exceeds the legal limit or if the person is under the influence of alcohol or intoxicating drugs (unless administered by or prescribed by and taken in accordance with the instructions of a member of the medical profession other than the Insured) or while the Insured does not comply with the licensing laws of the country where the Defined Event took place;
  - (ii) any other person with the general consent of the Insured who, to the Insured's knowledge, is under the influence of alcohol or intoxicating 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 does not comply with the licensing laws of the country where the Defined Event took place, but this shall not apply if the Insured was unaware that the driver was not complying with licensing laws 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 drivers comply with licensing laws.
3. for any claim arising from contractual liability, unless the liability would have attached to the Insured notwithstanding the contractual agreement;
4. if the Insured Vehicle is used by the Insured or with the general consent of the Insured:
  - (i) for hiring;
  - (ii) for carriage of passengers for hire or carriage of fare paying passengers;
  - (iii) for racing;
  - (iv) for speed or other contests, rallies or trials;
  - (v) for carriage of explosives;
  - (vi) for carriage of passengers exceeding the capacity for which the Vehicle is licensed to carry or constructed to carry;
  - (vii) for carriage of any load in excess of that for which the Vehicle is licensed to carry or constructed to carry.

## COMPULSORY CONDITIONS

### Driver's licence

If, during the currency of the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, any driver's licence in favour of the Insured or any authorised driver of the Insured is endorsed, suspended or cancelled, or if the driver is charged with or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately when the Insured has knowledge of the fact.

### First amount payable

In respect of each and every Event giving rise to a claim under the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, **the Insured shall be responsible for the first amounts payable stated in the schedule of any expenditure (or any less expenditure which may be incurred)** for which provision is made under this section (including any payment in respect of costs, expenses and fees), and of any expenditure incurred by the Company in the exercise of any discretion it may have under this insurance. **If the expenditure incurred by the Company includes any first amount payable for which the Insured is responsible, the amount shall be paid by the Insured to the Company immediately.** In the event of the recovery of the Insured Vehicle following theft or hijacking, the theft first amount payable will be repaid to the Insured. If the recovered Insured Vehicle is damaged, the first amount payable for damages will apply. No first amount payable shall apply to claims resulting from fire, lightning or explosion unless stated in the schedule.

## CLAUSES

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

### Waiver of subrogation rights

For the purposes of the Motor General, Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections the Company 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 person shall observe, fulfil and be subject to the terms, exclusions and conditions (both general and specific) of this insurance in so far as they can apply.**

### Principals

Notwithstanding point 3 of Specific exclusions, the indemnity under this section (as well as the sections Motor Specified Vehicles, Motor Fleet and Motor Industry Risks, where applicable), extends to indemnify, to the extent required by the conditions of any contract of the Joint Building Contracts Committee, and in connection with any liability arising from the performance of the contract, any principal named in the contract entered into by the Insured for the purposes of the business, **provided that the liability of the Company shall not exceed the insured amount stated in the schedule.**

### 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 the Insureds 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.**

### War

In respect of sub-sections 2 and 3 of the Motor Specified Vehicles, Motor Fleet and Motor Industry Risks sections, General exclusion 1 (in the General Conditions) 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.**

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