



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 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 prior consent of the company to the extent of but not exceeding N\$10 000 (ten thousand Namibia Dollar) over and above the amount of the first amount payable for which the insured is responsible under this sub-section 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 Republics of South Africa or Botswana, the Kingdoms of Eswatini or Lesotho or the Republics of Malawi, Mozambique, Namibia or Zimbabwe.

The company will indemnify the insured in respect of the cost of replacing any window glass, headlamp glass and taillight glass, headlamp units and taillight units forming part of the vehicle as a result of incidents which do not cause other damage to the vehicle after deduction of that portion of the first amount payable for which the insured is responsible in terms of this section, in respect of window glass, headlamp glass and taillight glass, headlamp units and taillight units

Provided that:

1. in respect of specified vehicles and specified commercial vehicles with a gross vehicle mass not exceeding 3 500 kg and where extension 33 (Retail value top up cover extension to sub-section A (if stated in the schedule to be included)) is included, the maximum amount payable by the company in respect of such damage shall not exceed the retail value of the vehicle at the time of such damage increased by the retail value top-up percentage as shown in the schedule plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras; In all other instances the limit of indemnity for each type of 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 retail value of the vehicle plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras 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 loss or damage not exceeding the retail 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 (except a claim resulting from fire, lightning or explosion or following upon theft or attempted theft of motor radios as stated in 5.(ii) and 5.(iii) below) under this sub-section, the insured shall be responsible for the first amount 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.

5. in respect of each and every occurrence giving rise to a claim following upon theft or attempted theft of motor radios, cassette players and any other equipment of a similar nature or telephones:

(i) if supplied by the manufacturer of the vehicle when new subject to the replacement value of the item

Provided that:

the insured shall be responsible for the first amount payable stated in the schedule - loss or damage (depending on the type of vehicle) in respect of 5. (i) above

(ii) not supplied by the manufacturer of the vehicle when new and not specified as a separate item in the schedule will be limited to N\$1 000 (one thousand Namibia Dollar) and shall not be subject to any first amount payable

(iii) not supplied by the manufacturer of the vehicle when new and specified as a separate item in the schedule the company will indemnify the insured up to the amount stated in the schedule

Provided that:

the insured shall be responsible for the first amount payable of 10% (ten percent) of each and every loss with a minimum of N\$350 (three hundred and fifty Namibia Dollar) in respect of 5. (iii) above.

Exceptions to sub-sections A

The company 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) any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, Police Services, crime prevention units or other officials or authorities.
- (e) depreciation in value whether arising from repairs following a defined event or otherwise, wear and tear, mechanical, electronic or electrical breakdowns, failures or breakages or any resultant damage.



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 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 - Liability to third parties shall not exceed the limit of indemnity stated to apply to sub-section B - Liability to third parties
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/she 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 there under
3. indemnify the insured or any member of the insured's household who normally resides with the insured and who is dependent on the insured while personally driving or using any private type motor car, light delivery vehicle (LDV) or panel van not belonging to him/her and not leased or hired to him/her 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 company 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 company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon.

Specific exceptions to sub-section B

The company 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 and regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation
- (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), (e), (f) or (g) 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 (b) and (g) as defined)
- (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 company under this sub-section in respect of any one occurrence shall not exceed the limits of indemnity as stated in the schedule

Provided that:

the limits of indemnity in terms of this sub-section as stated in the schedule are amended to read as follows:

- (a) R1 000 000
- (b) R2 500 000
- (c) R2 500 000

This revised condition is only applicable to the driver of a vehicle with a valid driver's license for a period of validity of 5 (five) years or less.

Sub-section C: Emergency expenses shortfall

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 company will pay to the insured the emergency expenses incurred as a result of such injury up to N\$5 000 (five thousand Namibia Dollar) per injured occupant but not exceeding N\$25 000 (twenty five thousand Namibia



Dollar) 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 emergency 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 under sub-section A of this section

Specified part of vehicle in which the injury must occur

- | | |
|---|---|
| <p>1. Any private type motor car or motorised caravan including vehicles specifically adapted or designed for the purpose of accommodating commercial hunters and game viewing activities and registered in terms of and in compliance with the licensing laws</p> <p>2. Any other type of insured vehicle other than a bus or taxi</p> | <p>Anywhere inside and/or on the vehicle</p> <p>The permanently enclosed passenger carrying compartment</p> |
|---|---|

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 (nine) persons including the driver)
- (b) commercial vehicle, light delivery vehicles (LDV's) or panel vans with a carrying capacity not exceeding 2 000kg, vehicles specifically adapted or designed for the purpose of accommodating commercial hunters and game viewing activities, motorised caravans including all permanent fixtures, fittings, equipment, utensils, mattresses (not exceeding the number prescribed by the manufacturer's standard specifications) and side tents and motor cycles as defined in terms of (c) below
- (c) motor cycles, self-propelled tricars, scooters and four wheel motor cycles
- (d) buses designed to seat more than 9 (nine) persons, including the driver
- (e) trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a motorised vehicle, motorised lawnmowers and motorised golf carts but excluding any parts or accessories not permanently fitted thereto, non-motorised caravans and pick-a-back caravans including all permanent fixtures, fittings, equipment, utensils, mattresses (not exceeding the number prescribed by the manufacturer's standard specifications) and side tents of such non-motorised caravans and pick-a-back caravans



(f) special type vehicles as described in the schedule (excluding irrigation systems on wheels and centre pivots)

(g) agricultural implements (excluding irrigation systems on wheels and centre pivots)

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 company's maximum liability shall not exceed the lesser of the retail value of the replacement vehicle or the limit of indemnity of the replaced vehicle as stated in the schedule.

3. Claim free groups provisions on specified vehicle basis (Not applicable if optional limitations 1, 2 and 3 are applicable)

(a) claim free groups 1 to 9 applicable to private type motor cars, light delivery vehicles (LDV's) or panel vans as defined in definitions (a) and (b) only in respect of light delivery vehicles (LDV's) or panel vans

(b) claim free groups 1 to 6 applicable to motorcycles and four wheel motor cycles as defined under definition (c)

(c) claim free groups 1 to 4 applicable to commercial vehicles (excluding light delivery vehicles (LDV's) or panel vans, motor cycles and four wheel motor cycles), buses, trailers and special type vehicles as defined under definition (b) (excluding light delivery vehicles (LDV's) or panel vans), (d), (e) and (f).

In the event of no claim arising under this section during a period of insurance (or term of insurance in the case of a monthly policy) specified below immediately preceding the renewal of this section, the renewal premium (or renewal premiums for the term of insurance in the case of a monthly policy) for that vehicle will be calculated in accordance with the claim free group scale stated below:

(a) Private type motor cars and light delivery vehicles (LDV's)

<u>Term of insurance</u>	<u>Claim free group</u>
less than one year	0
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 consecutive years	5
the preceding six consecutive years	6
the preceding seven consecutive years	7
the preceding eight consecutive years	8
the preceding nine or more consecutive years	9

However should a claim arise in respect of private type motor cars and light delivery vehicles (LDV's) or panel vans stated above during any period of insurance (or term of insurance in the case of a monthly policy) when claim free groups 3, 4, 5, 6, 7, 8 or 9 applies, the renewal premium for the subsequent period of insurance (or renewal premiums for the subsequent term of insurance in the case of a monthly policy) will be calculated on claim free group 1, 2, 3, 4, 5, 6, or 7 respectively.



- (b) Motorcycles, self-propelled tricars, scooters and four wheel motor cycles

<u>Term of insurance</u>	<u>Claim free group</u>
less than one year	0
the preceding year	1
the preceding two consecutive years	2

<u>Term of insurance</u>	<u>Claim free group</u>
the preceding three consecutive years	3
the preceding four consecutive years	4
the preceding five consecutive years	5
the preceding six consecutive years	6

However, should a claim arise in respect of a vehicle under (b) during any period of insurance (or term of insurance in the case of a monthly policy) when a claim free group 3, 4, 5 or 6 applies, the renewal premium for the subsequent period of insurance (or renewal premiums for the subsequent term of insurance in the case of a monthly policy) will be calculated on claim free groups 1, 2, 3 or 4 respectively.

- (c) Commercial vehicles (excluding light delivery vehicles (LDV's) and panel vans), buses, trailers and special type vehicles

<u>Term of insurance</u>	<u>Claim free group</u>
less than one year	0
the preceding year	1
the preceding two consecutive years	2
the preceding three consecutive years	3
the preceding four consecutive years	4

However should a claim arise in respect of a vehicle stated above during any period of insurance (or term of insurance in the case of a monthly policy) when claim free group of 3 or 4 applies, the renewal premium for the subsequent period of insurance (or renewal premiums for the subsequent term of insurance in the case of a monthly policy) will be calculated on claim free group 1 or 2 respectively.

If more than one vehicle is described in the schedule the claim free group shall be applied as if a separate policy had been issued in respect of each vehicle.

The claim free group shall not be affected by any claim in respect of:

- (a) any window glass, headlamp glass, taillight glass, headlamp glass, headlamp units and taillight units
- (b) (i) Extension 6 Loss of keys
(ii) Extension 11 Removal and protection costs following mechanical breakdown
(iii) Extension 12 Emergency accommodation
(iv) Extension 13 Damage to tyres and tracks



- | | | |
|--------|--------------|---|
| (v) | Extension 22 | Bereavement benefit |
| (vi) | Extension 29 | Contents of spraying equipment |
| (vii) | Extension 30 | Unspecified agricultural implements |
| (viii) | Extension 31 | Electronic equipment used for precision farming |

Unless the company consent to a transfer of interest in this policy the claim free group is not transferable.

4. **Retail value**

the price at which most motor dealers sell a vehicle including standard accessories fitted by the manufacturer when new and spare parts therein and thereon the cost of which are included in the retail value. The retail value is determined by reference to the retail value from the Auto Dealer's guide published by Trans Union Auto Information Solutions (Pty) Limited, or any similar publication approved by the company. The vehicle's age, condition and odometer reading could affect the retail value. At each annual renewal or anniversary date, the company will automatically adjust the insured value of vehicles described in definition 2 (a) and commercial vehicles described in definition 2 (b) with a gross vehicle mass not exceeding 3 500 kg, to align to the most current retail value at that time. Optional extras, additional accessories and spare parts and modifications must be separately insured as optional extras.

Extensions

1. **Contingent liability**

The indemnity under sub-section B - Liability to third parties 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/her 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-sections B are deleted
- (ii) the company 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/her 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 company 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.

2. Passenger liability (Excluding commercial hunting and/or game viewing activities)

Exception (b) to sub-section B - Liability to third parties shall not apply to vehicles described in definitions (b), (c), (e), (f) or (g)

Provided that:

(i) cover under this extension will be limited to death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of (b), (f) or (g) as defined

and/or

(ii) being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in definition 2.(b) and 2.(e) but excluding non-motorised caravans and pick-a-back caravans as defined in definition 2.(e)

Provided further that:

The vehicles referred to in terms of 2. (ii) above are fitted with railings on all sides of the loading area.

The limit of indemnity for any one occurrence shall not exceed the amount stated in the schedule.

3. Unauthorised passenger liability

The indemnity under sub-section B - Liability to third parties, 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 the amount stated in the schedule.

4. Parking facilities and movement of third party vehicles

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 employment 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.



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. Riot and strike (If stated in the schedule to be included)

In consideration of the payment of an additional premium and subject otherwise to the terms and 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 or 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.

6. Loss of keys and locks

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon loss of or damage to the lock or 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 liability of the company in respect of any one loss shall not exceed N\$10 000 (ten thousand Namibia Dollar)
- (ii) the company shall not be liable for the first N\$250 (two hundred and fifty Namibia Dollar) in respect of each and every event.

7. Fire extinguishing charges



Any costs 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 company may be liable in terms of this section

Provided that:

- (i) the insured is legally liable for such costs and the insured property was in danger from the fire
- (ii) the company's liability shall not exceed N\$10 000 (ten thousand Namibia Dollar).

8. Wreckage removal

The cover provided under sub-section A - Loss or damage 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 - Loss or damage of this section, the limit of the company's liability under this extension shall not exceed, in respect of any one occurrence, the amount of N\$10 000 (ten thousand Namibia Dollar) N\$10 000 (ten thousand Namibia Dollar) or the limit stated in the schedule whichever is the greater.

9. Credit shortfall

If any total loss settlement under sub-section A - Loss or damage is less than the amount owing to a registered credit provider under the Usury Act 73 of 1968 and the Credit Agreements Act 75 of 1980 under a current instalment sale or lease agreement, the company 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 rental 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 - Loss or damage

Provided always that:

- (i) the amounts payable shall not exceed the maximum indemnity stated in the schedule less the first amount payable under sub-section A - Loss or damage
- (ii) this extension shall not apply to an agreement whereby the amount of any single instalment other than the final residual amount after the initial payment differs by more than 10% (ten percent) from any other instalment
- (iii) 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.

10. Replacement of insured motor vehicles (Private type motor cars and light delivery vehicles (LDV's) only)



In the case of private type motor cars and light delivery vehicles (LDV's) the company shall instead of a monetary payment and subject to the consent of the insured and/or of any other interested party known to the company replace the said motor vehicle with a new motor vehicle of the same type and model (subject to the availability thereof) if within 12 (twelve) months after the first registration of the vehicle and subject to it not having been driven for more than 30 000 (thirty thousand) kilometres:

(a) the loss of the vehicle is as a result of theft and if the said vehicle cannot be traced within a reasonable period after the theft thereof has been reported to the company

or

(b) damage to the extent that the cost of repairs exceeds 70% (seventy percent) of its list price plus taxes when new

the basis of indemnity will be the current cost of a new motor car of the same or similar model subject to a limit of 120% (one hundred and twenty percent) of the maximum indemnity (less the first amount payable)

Provided that:

(i) in the event of a vehicle being replaced under the circumstances as described above, then the company shall be entitled to the possession and ownership of the lost or damaged vehicle

11. Removal and protection costs following mechanical breakdown (Applicable to private motor vehicles and light delivery vehicles only)

The company will pay the costs of removal and protection in the event of mechanical or electrical breakdown of the vehicle up to an amount of N\$2 500 (two thousand five hundred Namibia Dollar).

This cover is limited to one occurrence in any 12 (twelve) consecutive months of insurance.

12. Emergency accommodation (Applicable to private motor vehicles and light delivery vehicles only)

Accommodation for the insured and/or spouse as well as any passenger whom is travelling with the insured in respect of an emergency due to loss or damage to the vehicle will be paid by the company up to an amount of N\$500 (five hundred Namibia Dollar) per person but not exceeding N\$3 000 (three thousand Namibia Dollar) per occurrence.

This cover applies for one night only away from the insured's residence if the journey cannot be completed due to loss of or damage to the insured vehicle. The loss or damage must be covered under this section.

This cover does not include emergency accommodation cover in the event of mechanical or electrical breakdown of the vehicle.

13. Damage to tyres or tracks (Tractors, combines and agricultural implements as per vehicle definition 2g)

The cover under this section is extended to include total loss of and irreparable damage to the tyres or tracks of the item stated in the schedule which are insured comprehensively as a result of damage caused by any unseen or concealed object whilst on the road or other surface



Provided that:

- (a) the liability of the company is limited up to a maximum of N\$40 000 (forty thousand Namibia Dollar) per tyre or track unless the value per tyre or track which exceeds N\$40 000 (forty thousand Namibia Dollar) is stated in the schedule
- (b) all the tyres or tracks of the item stated in the schedule are insured
- (c) the insured shall be responsible for the first 10% (ten percent) of each and every claim
- (d) only the tyre or track which has been damaged will be paid and not a set unless the manufacturer specifications require specifically that a track set should be replaced in which case the first amount payable shall be increased from 10% (ten percent) to 15% (fifteen percent)
- (e) the insured shall at his own expense have all damage and wear and tear assessed by one or more reputable retreaders/repairer to assess whether a tyre or track can be repaired or not and what the extent of wear and tear is, which will be deducted accordingly from the settlement amount.

14. Caravans hired out (If stated in the schedule to be included)

The word "hiring" appearing in the paragraph under the heading "description of use" of this section, is cancelled if a caravan insured by this section is hired out.

Sub-paragraph 1(c) of the Specific exceptions applicable to all sub-sections is substituted by the following:

"1(c) incurred whilst a motor vehicle towing the caravan is being driven by:

- (i) the lessee while he/she 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/herself) or while the blood alcohol percentage of the lessee exceeds the statutory limit at the time of the occurrence or while not licensed to drive such vehicle
- (ii) any other person with the general consent of the lessee who, to the lessee'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/ herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or who is not licensed to drive such vehicle, but this shall not apply if the lessee was unaware that the driver was unlicensed and the lessee can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

Provided that any driver shall deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to under Specific exceptions applicable to all sub-sections 1(b) or if non-compliance with any licensing law is solely because of failure to renew any license subject to periodic renewal, or if a license is not required by law, or while such driver is learning to drive and is complying with the laws relating to learners".

15. Combine grain tables and picker heads



The company shall indemnify the insured in terms of sub-sections A - Loss or damage and B - Liability to third parties in respect of grain tables and/or picker heads described in the schedule whilst attached to the combine(s) mentioned in the schedule or whilst detached there from

Provided that:

whilst detached from such combine(s) it is not attached to any other combine(s).

16. Spare wheel and tools first amount payable cancelled (If stated in the schedule to be included)

In consideration of the payment of an additional premium the insured shall not be liable for the "first amount payable" as stated in the schedule as provided for in this section in the event of loss of or damage to:

- (a) a spare wheel of a private type motor car (including station wagons, safari motor cars and minibuses)
- (b) tools being included as standard equipment by the manufacturer of a private type motor car (including station wagons, safari motor cars and minibuses)

Provided that:

this extension shall not be applicable in respect of loss or disappearance of the above-mentioned property from an unattended vehicle unless such property is kept in the locked up passenger compartment or the locked up luggage compartment and access to such passenger or luggage compartment is obtained by visible, violent and forcible means.

17. Vehicle hire costs (Private type motor cars and light delivery vehicles (LDV's) only) (If stated in the schedule to be included)

In the event of the company being liable to indemnify the insured under Sub-section A in respect of loss or damage to _____, registration _____, the company will facilitate the hire of and pay the vehicle hire charges for a _____ or similar vehicle on an unlimited distance basis but excluding the cost of fuel and lubricants for use in the in the country in which this policy is issued only provided that

- (a) the order for the hire of a motor vehicle must be facilitated through and payment of the vehicle hire charges must first be authorised by the company
- (b) the period of hire for which the insured will be indemnified
 - (i) must commence not later than 30 days following the date of loss or damage
 - (ii) must terminate on the day after which
 - a. the insured regains possession of the insured vehicle
 - b. the company discharges its liability for a total loss of the insured vehicle; or
 - c. the insured has had the hired vehicle for ___ days
- (c) the company shall not be liable for any loss or damage to the hired vehicle
- (d) the company shall be entitled to any recovery from third parties or their insurers in respect of the loss of use of the insured vehicle.

18. Liability to passengers (Applicable to busses only) (If stated in the schedule to be included)



Subject to specific exception (a) of sub-section B - Liability to third parties and in consideration of the payment of an additional premium the reference to definition (d) in specific exception (b) of sub-section B - Liability to third parties is cancelled and the company will, notwithstanding anything contained herein to the contrary, indemnify the insured in respect of liability to passengers

Provided that:

- (a) the liability of the company in respect of this extension shall not exceed the amount stated in the schedule in respect of any one passenger and in respect of any one claim or series of claims arising out of one event
- (iii) the cover provided by this extension shall not apply to any person carried upon a trailer.

19. Loss of use of vehicle (Tractors and/or combines) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the company shall indemnify the insured for the hire of a tractor and/or combine (with driver if necessary) upon proof of an account by the supplier or lessor, but not exceeding the number of days or the amount stated in the schedule, resulting from the loss of use of a tractor and/or combine stated in the schedule through or as a result of any peril insured against in this section which would normally constitute a claim under this section.

It is a condition precedent to the acceptance of liability that in the event of an occurrence which results in a claim under this section the company will be given 30 (thirty) days written notice calculated from the date of the accident.

The company is entitled to any recovery from third parties or their insurers in respect of loss of use of the insured tractor and/or combine

Provided that:

the company will not be liable for:

- (a) loss or damage resulting from freezing or mechanical breakdown
- (b) the supply of a tractor and/or combine
- (c) any loss of or damage to any tractor and/or combine which in terms of this extension is hired by the insured after loss or damage.

20. Loss of use of vehicle (Trucks and/or mechanical horses) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the company shall indemnify the insured for the hire of a truck and/or mechanical horse similar to the truck and/or mechanical horse insured upon proof of an account by the supplier or lessor, but not exceeding 30 (thirty) days or the amount (maximum N\$500 (five hundred Namibia Dollar) per day) stated in the schedule, resulting from the loss of use of a truck and/or mechanical horse stated in the schedule through or as a result of any peril insured against in this section which would normally constitute a claim under this section.

It is a condition precedent to the acceptance of liability that:



- (a) in the event of an occurrence which results in a claim under this section the company will be given 30 (thirty) days written notice calculated from the date of the accident
- (b) in the event of theft of the insured vehicle cover for loss of use will come into effect only if the vehicle is recovered, and then only for the time necessary for repairs
- (c) rental will not be payable for any period exceeding 30 (thirty) days.

The company is entitled to any recovery from third parties or their insurers in respect of loss of use of the insured truck and/or mechanical horse

Provided that:

the company will not be liable for:

- (a) loss or damage resulting from freezing or mechanical breakdown
- (b) indemnity for loss of use for the first 5 (five) days from the date on which a written quotation for the rental of the truck and/or mechanical horse is received by the company
- (c) the supply of a truck and/or mechanical horse
- (d) any loss of or damage to any truck and/or mechanical horse which in terms of this extension is hired by the insured after loss or damage
- (e) the first 25% (twenty five percent) of the actual rental payable up to a maximum of N\$500 (five hundred Namibia Dollar) per day.

21. Passenger liability - Employees (If stated in the schedule to be included)

The company shall indemnify the insured in respect of sub-section B - Liability to third parties for the death of or bodily injury to an employee being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in definition of vehicles 2.(b) and 2.(e) but excluding non-motorised caravans and pick-a-back caravans as defined in definition 2.(e)

Provided that:

- (a) the occurrence took place outside the context of employment
- (b) all sides of the loading area of the vehicle are fitted with railings
- (c) the liability of the company shall be limited to a maximum amount of N\$250 000 (two hundred and fifty thousand Namibia Dollar) or the limit of indemnity stated in the schedule any one occurrence.

22. Accidental Death and Emergency expenses - Private type motorcars and light delivery vehicles (LDV's)

In the event of an accident in respect of private type motorcars (as defined) and light delivery vehicles (LDV's) with a carrying capacity not exceeding 2 000kg resulting in the insured's and/or the insured's spouses' death within 3 (three) months the company will pay to the insured's estate N\$10 000 (ten thousand Namibia Dollar) N\$10 000 (ten thousand Namibia Dollar) as a contribution to bereavement expenses.



23. Vehicle sharing

The acceptance of payment for giving lifts to passengers in private type motorcars (as defined) and in the passenger carrying compartment of light delivery vehicles (LDV's) with a carrying capacity not exceeding 2 000kg when it is part of a vehicle sharing agreement for social purposes or commuting, will not be regarded as excluded under the description of use conditions

Provided that:

- (a) the passengers are not being carried in the course of a passenger-carrying business
- (b) the total payments received for such journeys do not involve any element of profit.

24. Waiver of basic compulsory first amount payable (Private type motor cars, light delivery vehicles (LDV's) and panel vans only) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the basic compulsory first amount payable, of the schedule in respect of first amounts payable - sub section A - Loss or damage as stated hereunder is cancelled

Provided that:

- (i) the driver of the vehicle is older than 25 (twenty five) years of age and have a valid drivers licence in excess of 5 (five) years
- (ii) this extension is only applicable to motor vehicles as defined in terms of 2.(a) private type motor vehicles and light delivery vehicles (LDV's) or panel vans with a carrying capacity not exceeding 2 000kg as defined in 2.(b) under the heading definitions of this section.

Provided further that the following first amounts payable is cancelled:

- (a) replacement of window glass, headlamp glass, taillight glass, headlamp units or taillight units
- (b) repair of window glass, headlamp glass and taillight glass
- (c) basic first amount payable (other than theft and/or hijacking).

25. Passenger liability - Clients in respect of commercial hunting and/or game viewing activities (If stated in the schedule to be included)

Subject to Specific exception (a) of sub-section B - Liability to third parties and in consideration of the payment of an additional premium reference to definitions (b), (c), (e), (f) and (g) of sub-section B - Liability to third parties is cancelled and the company will, notwithstanding anything contained herein to the contrary, indemnify the insured in respect of liability to passengers

Provided that:



- (i) the liability of the company in respect of this extension shall not exceed the amount stated in the schedule in respect of any one passenger and in respect of any one claim or series of claims arising out of one event being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of 2.(b) as defined

and/or

- (ii) being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in definition of vehicles 2.(b) and 2.(e). The latter only in respect of trailers

Provided further that:

- (a) Any vehicle referred to in 26.(ii) above (excluding vehicles specifically adapted or designed for the purpose of accommodating hunters and/or game viewers as defined in definition 2.(b)) are fitted with railings on all sides of the loading area
- (b) The liability of the company shall be limited to a maximum amount as stated in the schedule any one passenger and any one occurrence.

26. Waiver of the compulsory first amount payable individuals older than 55 (fifty five) years

If the insured (individual) or his/her spouse (older than 55 (fifty five) years of age, and the registered owner of a private type motorcar, or a light delivery vehicle (LDV) with a carrying capacity not exceeding 2 000 kg) is involved in an event while he/she is in control of and driving the vehicle at the time of an incident that result into a claim under this section, then the compulsory first amount payable will not be applicable

Provided that:

this waiver of the first amount payable will not be applicable to theft or hijacking and/or to any other individual.

For the purpose of this extension, the term "insured (individual)" shall be deemed to include the insured individual as a director, trustee/member if the registered owner of the vehicle is a company, a trust or a close corporation.

27. Death of a farm employee as a result of a motor vehicle accident (If stated in the schedule to be included)

In consideration of the payment of an additional premium the company shall indemnify the insured in respect of the death of an employee being carried in or upon or entering or getting onto or alighting from any vehicle insured in terms of this section and described in definition of vehicles 2.(a), 2.(b) and 2.(e) but excluding non-motorised caravans and pick-a-back caravans as defined in definition 2 (e)

Provided that:

- (i) the vehicle is insured for farming purposes under this section and being used for farming activities at the time of the accident



- (ii) the driver of such vehicle must be fully licensed at all times when in control of the said vehicle
- (iii) cover only applies to the vehicle mentioned in the schedule and the additional premium apply to that vehicle
- (iv) at the time of the accident the employee being carried upon a trailer, the trailer being connected to a delivery vehicle, truck or a tractor
- (v) all sides of the loading area of the vehicle are fitted with railings
- (vi) the liability of the company shall be limited to a maximum amount of N\$60 000 (sixty thousand Namibia Dollar) per employee but not exceeding N\$1 000 000 (one million Namibia Dollar) for death of all employees as a result of an occurrence or series of occurrences arising out of one event.

28. Voluntary first amount payable (Sub-section A)

The amount specified in the schedule as a voluntary first amount payable (except in respect of window glass claims) will always be applicable in addition to any other first amount payable.

29. Contents of spraying equipment (If stated in the schedule to be included)

In consideration of payment of an additional premium the company shall indemnify the insured in the event of loss of or destruction of or damage to the contents of the tank of spray equipment belonging to the insured directly caused by fire, collision and overturning of the conveyance, whilst conveyed on the insured vehicle

Provided that:

- (a) the vehicle is comprehensively insured in terms of this section
- (b) the company's liability shall not exceed N\$5 000 (five thousand Namibia Dollar) in respect of any one occurrence
- (c) the company shall not be liable for the first N\$500 (five hundred Namibia Dollar) in respect of each and every claim.

30. Unspecified agricultural implements (If stated in the schedule to be included)

In consideration of payment of an additional premium the company shall indemnify the insured in an event of a loss or damage in respect of unspecified agricultural implements whilst attached to a vehicle

Provided that:

- (a) the vehicle is comprehensively insured in terms of this section
- (b) the company's liability shall not exceed N\$20 000 (twenty thousand Namibia Dollar) in respect of any one occurrence
- (d) the company shall not be liable for the first N\$500 (five hundred Namibia Dollar) in respect of each and every claim.



31. Electronic or electrical breakdown of electronic equipment used for precision farming (Tractors, combines and agricultural implements only) (If stated in the schedule to be included)

In consideration of the payment of an additional premium the company shall indemnify the insured for electronic or electrical breakdown of electronic equipment used for precision farming, installed in or on combines, tractors or agricultural implements only specified in the schedule due to electronic and electrical breakdown.

Provided that:

- (a) the vehicle is comprehensively insured in terms of this section
- (b) the company's liability in respect of any one occurrence shall be limited to the amount stated in the schedule
- (c) the company shall not be liable for the first N\$2 000 (two thousand Namibia Dollar) in respect of each and every claim.

32. Loss of use (Private type motorcars and light delivery vehicles (LDV's) only) (If stated in the schedule to be included)

In consideration of the payment of an additional premium and in the event of the company being liable to indemnify the insured under Sub-section A – Loss or damage in respect of loss or damage to the motor vehicle stated in the schedule, the company will also compensate the insured, notwithstanding anything contained in Exception (a) to Sub-section A – Loss or damage, for the loss of use of the vehicle

Provided that:

- (a) the liability of the company shall be limited to an amount not exceeding the daily compensation as stated in the schedule
- (b) the compensation will only become payable from the date the vehicle was handed to the motor trade for repair or the theft of the vehicle is reported to the company
- (c) all compensation will cease on the day after the date on which:
 - (i) the insured regains possession of the vehicle
 - (ii) the company discharges its liability for a total loss of the vehicle
 - (iii) payment has been made for a period of 30 (thirty) dayswhichever occurs first.
- (d) the company shall be entitled to any recovery from third parties or their insurers in respect of the loss of use of the insured vehicle.

33. Retail value top up cover extension to sub-section A (if stated in the schedule to be included)

(applicable only to vehicles described in definition 2(a) and commercial vehicles described in definition 2(b) light delivery vehicles (LDV's) or panel vans with a carrying capacity not exceeding 3 500kg and insured for comprehensive cover)



- (a) If a specified vehicle as described in definition 2 (a) or a specified commercial vehicle as described in definition 2 (b) with a gross vehicle mass not exceeding 3 500 kg and insured for comprehensive cover is stolen or hijacked and not recovered and physically returned to the company or damaged to the extent that it is in the opinion of the company beyond economical repair, the maximum amount payable by the company in respect of such damage shall not exceed the retail value of the vehicle at the time of such damage increased by the retail value top-up percentage as shown in the schedule plus any optional extras, additional accessories and spare parts and modifications that have been separately insured as optional extras;
- (b) This extension does not apply to damage indemnified in terms of extension 10 of the defined events.

Memoranda

1. Premium adjustment

If this section is issued on a non-specified vehicle basis, the insured shall submit to the company 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 company shall, upon receipt of this declaration, make a premium adjustment of 50% (fifty percent) 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

In respect of sub-section B - Liability to third parties and C – Emergency expenses shortfall 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

Class 0

Motor vehicles used by farmers exclusively for:

- (a) own farming purposes and/or
- (b) social, domestic and pleasure purposes and/or
- (c) organised territorial watch groups for crime prevention.

Class 1

- (i) Private type motor vehicles, light delivery vehicles (LDV's), caravans, motorcycles, four wheel motorcycles and two wheel luggage trailers used by farmers:
 - (a) engaged in other occupations for social, domestic and pleasure purposes and/or
 - (b) travelling to and from the insured's work and used in connection with the insured's business or occupation as stated in the schedule and/or
 - (c) commercial hunting and/or game viewing activities and/or



- (d) organised territorial watch groups for crime prevention.
- (ii) Private type motor vehicles, light delivery vehicles (LDV's), caravans, motorcycles, four wheel motorcycles and two wheel luggage trailers used by individuals engaged in other professions for social, domestic and pleasure purposes and/or travelling to and from the insured's work.

The indemnity to the insured in connection with any vehicle shall be operative whilst such vehicle is in the custody or control of a member of the motor trade for the purpose of overhaul, upkeep or repair

Excluding:

hiring, carriage of passengers for hire or carriage of fare paying passengers (excluding commercial hunting and/or game viewing activities), 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.

4. Offences

If, during the currency of this section, any driver's licence in favour of the insured or his/her authorised driver be endorsed, suspended or cancelled or if he/she or they shall be charged or convicted of negligent, reckless or improper driving or driving under the influence of drugs, narcotics, anaesthetics or intoxicating liquor or contravention of the statutory percentage limit for blood alcohol, notification shall be sent in writing to the company immediately the insured has knowledge of such fact.

5. Maintenance of motor vehicle

The insured or anyone acting on behalf of the insured and/or any person driving the vehicle with the knowledge and consent of the insured or anyone acting on behalf of the insured shall take all reasonable steps to safeguard any motor vehicle described in the schedule from loss or damage and to maintain it in an efficient condition

Provided that:

the company shall at all times have free access to examine such motor vehicle. In the event of any accident or breakdown such motor vehicle shall not be left unattended without proper precaution being taken to prevent further damage or loss and if such motor vehicle be driven before the necessary repairs are effected any increase of the damage or further damage to such motor vehicle shall be entirely at the insured's own risk.

6. Waiver of subrogation rights

For the purposes of this section, 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 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 - Liability to third parties extends to indemnify, to the extent required by the conditions of any contract of



the Building Industries Federation of Namibia, 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 company 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 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.

9. Roadworthiness and compliance

The insured vehicle must be maintained and be in a roadworthy condition in compliance with the National Road Traffic and Transport Act 22 of 1999 and the Regulations promulgated thereunder, or any similar legislation which applies to the territorial limits.

Optional limitations

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

Sub-sections A - Loss or damage and C – Emergency expenses shortfall and the claim free group provisions are cancelled.

2. Third party and fire insurance only (If stated in the schedule to be applicable)

The liability of the company under sub-section A - Loss or damage is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion. Further, sub-section C – Emergency expenses shortfall and the claim free group provisions are cancelled.

3. Third party, fire and theft only (If stated in the schedule to be applicable)

The liability of the company under sub-section A - Loss or damage is restricted solely to loss or damage resulting from fire, self ignition, lightning or explosion or by theft or any attempt thereof. Further, sub-section C - Emergency expenses shortfall and the claim free group provisions are cancelled.

Specific exceptions applicable to all sub-sections

1. The company 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, the Kingdoms of Eswatini, Zimbabwe, Malawi, Zambia and Mozambique, but the company 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. In the event of any occurrence giving rise to a claim whilst the insured vehicle is in ZAMBIA the insured shall at their own expense be solely responsible for the repatriation costs of the vehicle to Namibia. Until the vehicle has been repatriated to Namibia no liability shall be admitted or payments made in terms of the cover provided"

- (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 the blood alcohol percentage of the insured exceeds the statutory limit at the time of the occurrence 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/herself) or while the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence 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 company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.

Provided that any driver shall be deemed to be licensed to drive the vehicle if he/she is complying with the licensing laws relating to any of the territories referred to under Specific exception 1 (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

Provided further that:

notwithstanding anything to the contrary contained in Specific exception 1.(c)(ii) above including the proviso applicable thereto, the driver of any vehicle utilized for any commercial hunting and/or game viewing activities must at all times be fully licensed to drive or control such vehicle.

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.
3. The company shall not be liable for any accident, injury, loss, damage or liability in respect of a caravan whilst being used as a permanent residence.