

## Definitions

The following definitions apply to the words or terms listed below wherever they appear in this section unless specifically otherwise indicated:

### 1 **Damage**

damage shall mean  
physical damage including physical loss

### 2 **Injury**

injury shall mean  
bodily injury including death and illness

### 3 **Occurrence**

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.

### 4 **Property**

property shall mean  
tangible property

### 5 **Retail value**

retail value shall mean  
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 7.1 and commercial vehicles described in definition 7.2 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.

### 6 **Territorial limits**

territorial limits shall mean  
the Republics of Namibia, Botswana and Angola (except for Cabinda), the Kingdom of Eswatini, the Republic of Kenya, the Kingdom of Lesotho, the Republics of Malawi, Mozambique and South Africa, the United Republic of Tanzania and the Republics of Zambia and Zimbabwe

### 7 **Vehicle**

vehicle shall mean

- 7.1 private type motor cars (including motorised motor homes, station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 persons including the driver)
- 7.2 commercial vehicles and special type vehicles as described in the schedule
- 7.3 motor cycles (including motor scooters and motor tricycles)
- 7.4 buses (including any vehicle used for business purposes and designed to seat more than 12 persons, including the driver)
- 7.5 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

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.

## Sub-section A - Damage

### Defined events

Damage to any vehicle described in the schedule and its accessories and spare parts whilst therein or thereon. In addition, if such vehicle is disabled by reasons of any damage insured hereby, the company will pay the reasonable cost of protection and removal to the nearest repairers and the insured may give instructions for repairs to be executed without the prior consent of the company to the extent of but not exceeding N\$10 000 provided that a detailed estimate is first obtained and immediately forwarded to the company. The company will also pay the reasonable cost of delivery to the insured, after repair of such damage, not exceeding the reasonable cost of transport to the permanent address of the insured in the Republics of Namibia and Botswana, the Kingdoms of Eswatini and Lesotho and the Republics of Malawi, Mozambique South Africa and Zimbabwe

provided that

- 1 in respect of specified vehicles described in definition 7.1 and specified commercial vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and where extension 11 (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 its accessories and spare parts therein or thereon or may pay in cash the amount of the damage not exceeding the retail value of such vehicle (increased by the retail value top-up percentage if applicable) 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;

- 3 notwithstanding anything in provisos 1 and 2 to the contrary and only in respect of vehicles described in definition 7.1 and commercial vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg, if such vehicle within a period of 12 months of the date of first registration as new, 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 basis of indemnity will be the current purchase price of a new vehicle of the same or a similar model less the excess provided that

3.1 The vehicle has travelled less than an average of 3 500 kilometres per month. The onus of proving the kilometres travelled by the vehicle shall rest upon the insured;

3.2 If the vehicle is replaced as described above, the company shall be become entitled to possession and ownership of the damaged vehicle;

- 4 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 damage;

- 5 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 excess stated in the schedule according to the type of vehicle.

If any expenditure incurred by the company shall include any excess for which the insured is responsible, such excess shall immediately be paid by the insured to the company;

- 6 where a vehicle is damaged outside Namibia the company will in addition pay the reasonable costs of repatriation of such vehicle to the Namibian side of the nearest border post, provided that the company's liability shall not exceed, in respect of any one event, N\$20 000;

- 7 the company shall not be liable in respect of theft or attempted theft of fitted vehicle audio, visual, communication, and navigational equipment for more than:

7.1 If factory fitted by the manufacturer of the vehicle when new, the replacement value of the item provided that the insured shall be responsible for the basic excess stated in the schedule;

- 7.2 If not factory fitted by the manufacturer of the vehicle when new and
- 7.2.1 not specified as a separate item in the schedule, N\$7 500 per item and in total N\$20 000 per event provided that the insured shall be responsible for the basic excess stated in the schedule;
  - 7.2.2 specified as a separate item in the schedule, the amount stated in the schedule less the excess for which the insured shall be responsible.

## Specific exceptions to sub-section A (Damage)

The company shall not be liable to pay for

### 1 Consequential loss

consequential loss a result of any cause whatsoever;

### 2 Depreciation

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;

### 3 Springs

damage to springs or shock absorbers due to inequalities of the road or other surface or to impact with such inequalities;

### 4 Tyres

damage to tyres unless some other part of the vehicle is damaged at the same time.

## Sub-section B - Liability to third parties

### Defined events

Any accident caused by or through or in connection with any vehicle 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

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

### 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.

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 court of law any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this sub-section, provided that the total of the company's liability under both this extension and sub-section B shall not exceed the limit of indemnity stated to apply to sub-section B
- 2 indemnify any person who is driving or using such vehicle on the insured's order or with the insured's permission provided that
  - 2.1 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
  - 2.2 such person driving such vehicle has not been refused any motor insurance or continuance thereof by any insurer
  - 2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person
  - 2.4 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 or commercial vehicle with a gross vehicle mass not exceeding 3 500kg 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 7.1 or 7.2 and provided the company shall not be liable for damage to the vehicle being driven or used

- 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 (Liability to third parties)

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

### 1 Compulsory motor vehicle insurance enactment

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

### 2 Excess

the excess stated in the schedule according to the type of vehicle for each and every occurrence giving rise to a claim under this sub-section

### 3 Liability to passengers

injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in definition 7.2, 7.3, 7.4 or 7.5 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 gross vehicle mass not exceeding 3 500kg)

### 4 Tool of Trade

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.

## 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 costs and expenses (including any costs incurred to free such injured occupant from such vehicle or to bring such injured occupant to a place of safety) incurred as a result of such injury up to N\$7 500 per injured occupant but not exceeding N\$30 000 in total for all occupants injured as a result of an occurrence or series of occurrences arising out of one event.

Provided that the amount payable under this sub-section shall be reduced by any amount as may

- fall within the scope of any
  - Act in terms of which any employee may claim compensation for work related injuries
  - any compulsory motor vehicle insurance enactment

This proviso shall apply regardless of whether or not the applicable legislative fund is incapable of providing or unable to provide compensation

- be payable by a registered Medical scheme including any amounts payable from a member's Medical scheme Savings account.

#### 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

- |   |  |   |
|---|--|---|
| 1 | Any private type motor car or motorised caravan            | Anywhere inside the vehicle                             |
| 2 | Any other type of insured vehicle other than a bus or taxi | The permanently enclosed passenger-carrying compartment |

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

The policy schedule reflects the claim free group (CFG) of each vehicle. These are awarded based on the number of claims made or arising for the particular vehicle during the preceding (annual) periods of insurance (being the period of twelve consecutive months from the inception date or anniversary date). The Renewal Premium is then based on the revised claim free group according to the following explanation:

- 1 Claim free groups range from 0 to 10 for vehicle definitions 7.1, 7.2, 7.3 and 7.4 with 10 having the lowest and 0 having the highest Premium.
- 2 As an example, a claim free group 3 would be awarded to a vehicle that has been claim free for the preceding 3 years and a 6 for a vehicle that has been claim free for the preceding 6 years.
- 3 Each claim made or arising in a period of insurance will result in the claim free group reducing by 2 at the next renewal. As an example, if a vehicle with a claim free group 5 has a claim during the period of insurance this will result in a claim free group 3 at the next renewal. If the same vehicle with a claim free group 5 has 2 claims during the period of insurance the claim free group will reduce to 1 at the next renewal.

## Specific conditions applicable to all sub-sections

### 1 Licence

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 company immediately the insured has knowledge of such fact.

### 2 Roadworthiness

It is a condition precedent to the liability of the company and warranted that all vehicles whether on their own or forming part of a combination of vehicles shall at all times be kept in a roadworthy state or condition.

## Specific exceptions applicable to all sub-sections

The company shall not be liable for

### 1 Contractual liability

any claim arising from contractual liability, unless such liability would have attached to the insured notwithstanding such contractual agreement.

### 2 Intoxicating liquor, drugs, not licenced or breach of the Road Traffic Act

any accident, injury, damage or liability incurred while any vehicle is being driven by

#### 2.1 the insured

- 2.1.1 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
- 2.1.2 while not licensed to drive such vehicle; or
- 2.1.3 who materially breaches any of the provisions or requirements of the Road Traffic and Transport Act, 22 of 1999 (as amended) including inter alia the Road Traffic and Transport Regulations (as amended) or similar legislation applicable in the country where the vehicle is being driven or used.

#### 2.2 any other person with the general consent of the insured who, to the insured's knowledge

- 2.2.1 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
- 2.2.2 who is not licensed to drive such vehicle, but this shall not apply if the insured was unaware that the driver was unlicensed and the insured can prove to the satisfaction of the company that, in the normal course of his business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles; or

- 2.2.3 materially breaches any of the provisions or requirements of the Road Traffic and Transport Act, 22 of 1999 (as amended) including inter alia the Road Traffic and Transport Regulations (as amended) or similar legislation applicable in the country where the vehicle is being driven or used.

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 in the territorial limits, 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 learner drivers. The term licensed shall include the requirement of having a Professional Driving Permit in addition to a driver's license for those vehicle types requiring such permits by law

### **3 Outside of territorial limits**

any accident, injury, damage or liability incurred outside the territorial limits, but the company will indemnify the insured against 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

### **4 Vehicle not being used in accordance with description of use**

any accident, injury, damage or liability whilst the vehicle is being used with the general knowledge and consent of the insured otherwise than in accordance with clause 4 (Description of use clause)

## **Clauses, extensions and limitations**

### **1 Contingent liability extension to sub-section B (Liability to third parties) (if stated in the schedule to be included)**

The indemnity under sub-section B includes claims made against

- 1.1 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)
- 1.2 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

- 1.1 exception 3 (Liability to passengers) of the exceptions to sub-section B is deleted
- 1.2 the company shall not be liable for damage to any motor vehicle being used for the purposes and in the manner described in 1.1 and 1.2 above
- 1.3 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
- 1.4 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
- 1.5 the terms, exceptions and conditions of the policy shall otherwise apply.

### **2 Credit shortfall extension to sub-section A (Damage) (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 company will pay to the insured an additional amount equal to the shortfall less:

- 2.1 any arrears instalments or rentals including interest payable on such arrears
- 2.2 all refunds of Premium for cancellation of any insurance cover relating to the motor vehicle
- 2.3 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
- 2.4 the excess under sub-section A

provided always that

- 2.1 the amounts payable shall not exceed the maximum indemnity less the excess under sub-section A plus the amount of the credit shortfall
- 2.2 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% from any other instalment
- 2.3 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.

### **3 Cross liabilities clause to sub-section B (Liability to third parties)**

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 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.

### **4 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.

### **5 Fire extinguishing charges extension to sub-section A (Damage)**

Any costs (not exceeding N\$15 000) 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 company 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.

### **6 Loss of keys extension to sub-section A (Damage) (if stated in the schedule to be included)**

The company will indemnify the insured in respect of the cost of replacing locks and keys, including the remote controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or 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 controller, provided that

- 6.1 the company's liability shall not exceed, in respect of any one event, the amount stated in the schedule for any claim or number of claims for any one event or series of events with one originating cause or source
- 6.2 the provisions of this section relating to excess and no claim rebate shall not apply to this extension.

### **7 Parking facilities and movement of third party vehicles extension to sub-section B (Liability to third parties) (if stated in the schedule to be included)**

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

- 7.1 with the authority of any tenant, customer or visitor of the insured or
- 7.2 in connection with the insured's parking arrangements or
- 7.3 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.

## **8 Passenger liability extension to sub-section B (Liability to third parties) (if stated in the schedule to be included)**

Exception 3 (Liability to passengers) to sub-section B shall not apply to vehicles described in definition 7.2 other than special types, or in definitions 7.3, 7.4 or 7.5. The Limit of Indemnity for any one occurrence shall not exceed the amount stated in the schedule.

## **9 Premium adjustment clause**

If this section is issued on a non-specified vehicle basis, the insured shall submit to the company at the end of each (annual) period of insurance (being the period of twelve consecutive months from the inception date or anniversary date) 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 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.

## **10 Principals clause to sub-section B (Liability to third parties)**

Notwithstanding Specific Exception 1 (Contractual liability) of this section, the indemnity under sub-section B extends to indemnify, to the extent required by the conditions of any contract of the Construction 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.

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

(applicable only to specified vehicles described in definition 7.1 and specified commercial vehicles described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and insured for comprehensive or third party fire and theft cover)

11.1 If a specified vehicle as described in definition 7.1 or a specified commercial vehicle as described in definition 7.2 with a gross vehicle mass not exceeding 3 500 kg and insured for comprehensive or third party fire and theft 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;

11.2 This extension does not apply to damage indemnified in terms of proviso 3 of the defined events.

## **12 Replacement of undamaged tyres, springs or shock absorbers extension to sub-section A (Damage)**

Where the company is liable to indemnify the insured in respect of damaged or stolen tyres, springs or shock absorbers, the company will in addition indemnify the insured for the replacement of the remaining tyres, springs or shock absorbers provided that

12.1 this extension will only apply if such additional replacement is required by the vehicle manufacturer or where the vehicle manufacturer confirms in writing that non-replacement will adversely influence the vehicle warranty.

12.2 the company shall be entitled to possession and ownership of the tyres, springs or shock absorbers which were undamaged or not stolen

12.3 fair wear and tear will be deducted for the tread already used on the remaining tyres or the wear and tear on springs or shock absorbers.

12.4 where the excess is stated as a percentage of the claim such excess will be calculated on the total amount of the claim including the cost of the replacement of the tyres, springs or shock absorbers which were undamaged or not stolen.

## **13 Riot and strike (excluding damage occurring in the Republics of South Africa and Namibia) extension to sub-section A (Damage) (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 damage directly occasioned by or through or in consequence of:

- 13.1 civil commotion, labour disturbances, riot, strike or lockout;
- 13.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 13.1 above;

provided that this extension does not cover:

- 13.1 damage occurring in the Republics of South Africa and Namibia;
- 13.2 consequential or indirect damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- 13.3 damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- 13.4 damage occasioned by permanent or temporary dispossession resulting from confiscation commandeering or requisition by any lawfully constituted authority;
- 13.5 damage related to or caused by any occurrence referred to in General Exception 10.1.2, 10.1.3, 10.1.4, 10.1.5, 10.1.6 or 10.1.7 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 13.1, 13.2, 13.3, 13.4 and 13.5, damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

#### **14 Temporary removal of audio or visual equipment extension to sub-section A (Damage)**

The insurance under sub-section A includes damage to removable audio or visual equipment (including removable faceplates of audio or visual equipment) fitted in any insured vehicle whilst such equipment or faceplates are temporarily removed from the vehicle.

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

The liability of the company under sub-section A is restricted solely to damage resulting from fire, self-ignition, lightning or explosion or by theft or any attempt thereat. Further, the no claim rebate provisions are cancelled.

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

Sub-section A and the no-claim rebate provisions are cancelled.

#### **17 Unauthorised passenger liability extension to sub-section B (Liability to third parties) (if stated in the schedule to be included)**

The indemnity under sub-section B, notwithstanding exception 3 (Liability to passengers) 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.

#### **18 Vehicle canopies extension to sub-section A (Damage)**

The insurance under sub-section A includes damage to any canopy insured as an accessory to any insured commercial vehicle with a gross vehicle mass not exceeding 3 500kg, whilst temporarily removed and stored inside a building on any premises provided that in respect of damage as a result of theft or any attempt thereat, the company shall only be liable where such theft or attempt thereat is accompanied by forcible and violent entry into or exit from the building where the canopy is stored.

#### **19 Vehicle glass extension to sub-section A (Damage) (applicable only to vehicles insured for comprehensive cover)**

The provisions of this section relating to excess and no claim rebate shall not apply to any payment for damage to window and sunroof glass (if specified in the schedule as an accessory) and headlamp, foglight and taillight units forming part of any vehicle

provided that

- 19.1 no other damage has been caused to the vehicle giving rise to a claim under the Policy
- 19.2 the insured shall be responsible for the excess applicable to this extension stated in the schedule of each and every loss.

#### **20 Waiver of subrogation rights clause**

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.

**21 War clause to subsections B (Liability to third parties) and C (Emergency expenses shortfall)**

In respect of sub-sections B and C only, general exception 10 (War, riot and terrorism) 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.

**22 Wreckage removal extension to sub-section A (Damage) (if stated in the schedule to be included)**

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 company'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

