

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 Damages

damages shall include costs and expenses:
2.1 recoverable at law by a claimant from the insured
2.2 incurred with the consent of the company.

3 Description of use

description of use shall mean
3.1 use for business purposes of the insured by the insured or a director or employee of the insured excluding transit delivery or conveying for or on behalf of the insured by casual drivers or persons not wholly and regularly engaged in the employ of the insured;
3.2 use for purposes of tuition provided that the person being taught to drive is complying with the law in force relating to learners and is accompanied by a fully licensed driver who shall be either the insured or a director or employee of the insured;
3.3 use for purposes of demonstration including driving of the vehicle by the person to whom the vehicle is being demonstrated provided that such person is a fully licensed driver or a learner driver complying with the laws relating to learners and is accompanied by a fully licensed driver who shall be either the insured or a director or employee of the insured;
3.4 use for social domestic and pleasure purposes (whether such use is incidental to the business of the insured or not) by any person other than the insured or a director or employee of the insured or a member of the same household as the insured or a director or employee of the insured.

4 Employee

employee shall mean
any person employed by the insured and acting in the course of the business.

5 Injury

injury shall mean
bodily injury including death and illness

6 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.

7 Premises

premises shall mean
the premises of the insured shown in the schedule and shall include
7.1 open air car parks
7.2 sidewalks immediately adjacent to the premises including street parking abutting such sidewalks

8 Private type motor vehicles

private type motor vehicles shall mean
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)

9 Property

property shall mean
tangible property

10 Reasonable value

reasonable value shall mean

10.1 for stock vehicles that appear in the stock register and any vehicle being used for the purposes of demonstration:

the purchase price paid or trade in value allowed by the insured plus an allowance for any repairs or improvements made

10.2 for all other vehicles:

the price at which the motor trade sells a vehicle including standard factory fitted accessories and spare parts therein and thereon the cost of which are included in the retail value. The reasonable retail value is normally determined by reference to certain recognized current publications available to the Motor Trade and is based on the retail value shown in such publications. The vehicle's age, condition and odometer reading could affect the reasonable retail value.

11 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

12 The vehicle

the vehicle shall mean

12.1 any motor vehicle or trailer owned by or hired or leased to the insured (excluding any vehicle the property of the insured and hired or sold by the insured under a hire-purchase or similar agreement unless such vehicle is in the custody or control of the insured at the time of the occurrence of the event out of which any claim arises)

12.2 any motor vehicle or trailer in the custody or control of the insured other than a motor vehicle or trailer described in 12.1 - hereinafter referred to as customers vehicles

12.3 shall mean any vehicle (mechanically propelled or otherwise) attached to a vehicle covered under 12.1 for the purpose of being towed or salvaged.

Sub-Section A - Damage to the vehicle (other than customers' vehicles on the premises)

Defined events

Damage to the vehicle or any part of it whilst therein or thereon.

In addition if the vehicle is disabled by reason 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 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 within the territorial limits

provided that

- 1 the limit of indemnity for the vehicle is as stated in the schedule and shall be the maximum amount payable by the company in respect of such damage but shall not exceed the reasonable value of the vehicle at the time of such damage;
- 2 the company may at its own option repair reinstate or replace the vehicle or any part thereof and/or its accessories and spare parts whilst thereon or therein or may pay in cash the amount of the damage not exceeding the reasonable value of the vehicle at the time of such damage;
- 3 notwithstanding anything in provisos 1 and 2 to the contrary and only in respect of private type motor vehicles other than stock vehicles, 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 or the limit of indemnity shown in the schedule whichever is the lesser, 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 insured is able to procure a replacement vehicle for less than the current purchase price, the benefit of such saving will be passed onto the company
 - 3.3 if the insured is unable or unwilling to replace the vehicle the basis of indemnity will revert to that provided by proviso 2
 - 3.4 if the vehicle is replaced as described above, the company shall become entitled to possession and ownership of the damaged vehicle.
- 4 in respect of each and every occurrence giving rise to a claim (except a claim resulting from fire, lightning or explosion) under sub-section A the insured shall be responsible for the excess stated in the schedule.

Specific exceptions to sub-section A (Damage to the vehicle (other than customers' vehicles on the premises))

The company will not be liable under this sub-section for:

1 Consequential loss

consequential loss;

2 Customers' vehicles

loss or damage to customers' vehicles whilst in or on the premises;

3 Defective workmanship

defective workmanship or its consequences to vehicles whilst in or on the premises;

4 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;

5 Fire, theft or natural causes

damage to the vehicles defined in definition 12.1 and 12.3 whilst in or on the premises if the loss or damage is caused by or arises directly or indirectly from fire, explosion, lightning, theft or any attempt thereat, weather conditions, earthquake or earth tremor or volcanic eruption;

6 Springs

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

7 Tyres

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

Sub-section B - Liability to third parties caused by the vehicle

Defined events

An accident caused by or in connection with the vehicle including the loading or unloading of such vehicle. The company will indemnify the insured against all sums which the insured becomes legally liable to pay as damages in respect of

- 1 injury to any person other than an employee,
- 2 damage to property

resulting from the accident.

Limit of indemnity

Unless otherwise stated the total liability of the company under this sub-section is limited to the limit of indemnity shown in the schedule. If more than one person is entitled to indemnity any limitation applies to the total amount of indemnity and the insured will receive priority.

In terms of and subject to the limitations of and for the purposes of this sub-section, the company

- 1 may arrange for
 - 1.1 representation at any inquiry into death;
 - 1.2 the defence of criminal proceedings for any act causing or relating to an event which may be indemnifiable under this section.
- 2 will indemnify any person who is driving or using the vehicle with the insured's permission provided that person
 - 2.1 is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;
 - 2.2 as though he were the insured is subject to the terms, exceptions and conditions of the policy as far as they can apply;
 - 2.3 has not been refused any motor vehicle insurance.

Specific exceptions to sub-section B (Liability to third parties caused by the vehicle)

The company will not be liable under this sub-section for

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 Liability to passengers (motorcycles and trailers)

injury to any person being carried in or upon or entering or getting onto or alighting from any motor cycle, motor scooter, side car or trailer;

3 Loading and unloading

damage to property belonging to, held in trust by or in the custody or control of the insured or being conveyed by loaded onto or unloaded from the vehicle;

4 Member of the same household

injury to any person who is a member of the same household as the insured;

5 Tool of trade

injury or damage caused by or arising out of the operation, demonstration or use for purposes other than maintenance or repair of the vehicle (unless it is a fork lift truck) of any tool or plant forming part of or attached to or used in connection with the vehicle or anything manufactured by or contained in any such tool or plant.

Sub-section C - Liability for damage to customers' vehicles on the premises

Defined events

Accidental damage to customers' vehicles or any part thereof occurring in on or about the premises.

The company will indemnify the insured against all sums which the insured becomes legally liable to pay as damages as a result of damage to the customer's vehicle.

At the request of the insured the company will indemnify any other party against liability for which the insured would have been liable and entitled to indemnity under this sub-section had the claim been made against the insured. Other than in the case of an employee, the company will not pay for injury or damage caused by the act or omission of the other party.

If more than one person is entitled to indemnity the indemnity limit applies to the total amount of indemnity and the insured will receive priority

Limit of indemnity

The maximum amount payable by the company in respect of any one vehicle shall not exceed the limit of indemnity stated in the schedule.

Specific exceptions to sub-section C (Liability for damage to customers' vehicles on the premises)

The company will not pay under this sub-section for damage to any vehicle caused by or arising directly or indirectly from

1 Fire, Theft or natural causes

fire, explosion, lightning, theft, weather conditions, earthquake or earth tremor;

2 Defective workmanship

defective workmanship or any consequence thereof.

Sub-section D 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

1 fall within the scope of any

1.1 Act in terms of which any employee may claim compensation for work related injuries

1.2 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

2 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

Specific conditions

1 Premium computation

The premium has been calculated on estimates of wages, salaries, commissions and other considerations payable by the insured to all employees and which the insured has supplied to the company. Where the insured is an individual or a partnership, the amount indicated in the schedule must be added to the declaration for each principal in lieu of salary.

2 Traffic offences (Applicable to driving of vehicles other than those in on or about the premises)

The insured shall notify the company in writing immediately he knows of

2.1 the endorsement, suspension or cancellation of his or his authorised driver's driving licence;

2.2 any driver of the vehicle being charged or convicted of reckless, negligent or inconsiderate driving.

Specific exceptions applicable to sub-sections A (Damage to the vehicle (other than customers' vehicles on the premises)), B (Liability to third parties caused by the vehicle) and D (Emergency expenses shortfall only)

The company will not pay under these sub-sections for any accident, injury, damage or liability caused whilst any vehicle is being driven or used

1 Description of use

other than in accordance with the description of use;

2 Explosives

for carrying explosives;

3 Hotel, private hotel or boarding house

for carrying fare-paying passengers or guests of an hotel, private hotel or boarding house if the insured is the keeper of such hotel, private hotel or boarding house;

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

4.1 by the insured a member or director of the insured

4.1.1 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

4.1.2 while not licensed to drive such vehicle; or

4.1.3 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.

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

4.2.1 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

4.2.2 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

4.2.3 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

5 Overloading

for carrying any load in excess of that for which the vehicle is constructed

6 Racing

for racing, pacemaking, rallies, any speed contest or trial or driving in a match for a wager;

7 Unauthorised use

for any unauthorised purpose by any employee of the insured or by any other person with whom such employee is or was acting in collusion.

8 Vehicles hired out

for hiring out or as a taxi or for plying for public or private hire;

Specific exceptions applicable to all sub-sections

1 Contractual liability

The company will not pay for accident, injury, damage or liability arising out of contractual liability unless such liability would have attached notwithstanding such contractual liability

2 Private individual, partnership, proprietary company or closed corporation

If the insured is a private individual, a partnership, a proprietary company or closed corporation, the company will not pay for accident, injury, damage or liability caused to or by any vehicle owned, hired or leased by the insured or member of the insured or any director of the insured in their private capacity.

3 Territorial limits

The company will not pay for accident, injury, damage or liability which happens outside the territorial limits

Clauses, extensions and limitations

1 Contingent liability extension to sub section B (Liability to third parties caused by the vehicle) (if stated in the schedule to be included)

The indemnity under sub-section B (Liability to third parties caused by the vehicle) shall include 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 nor provided by the insured whilst being used by any partner in or of or any director or employee of the insured (hereafter 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 nor to the insured nor leased nor 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 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 1.1 and 1.2 above;
- 1.2 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;
- 1.3 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
- 1.4 the terms, exceptions and conditions of the policy shall otherwise apply.

2 Cross liabilities extension to sub section B (Liability to third parties caused by the vehicle)

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.

3 Deletion of passenger cover (if stated in the schedule to be applicable)

The company shall not be liable under sub-section B (Liability to third parties caused by the vehicle) for injury to any person being carried in or upon or getting on to or entering or alighting from the vehicle.

4 Exclusion of demonstration risks (if stated in the schedule to be applicable)

Description of Use Clause 3.3 is deleted.

5 External risks cover only (if stated in the schedule to be applicable)

- 5.1 Sub-section C (Liability for damage to customers' vehicles on the premises) is cancelled.

5.2 The company will not pay under sub-sections A (Damage to the vehicle (other than customers' vehicles on the premises)) and B (Liability to third parties caused by the vehicle) for damage or accidents which happen in on or about the premises.

6 Internal risks cover only (if stated in the schedule to be applicable)

6.1 Sub-section A (Damage to the vehicle (other than customers' vehicles on the premises)) is cancelled.

6.2 The company will only pay under sub-section B (Liability to third parties caused by the vehicle) for accidents which occur in on or about the premises.

7 No claim rebate provisions

If a claim does not arise under this section during a period of insurance of not less than 12 months immediately preceding renewal date the renewal premium will be reduced by 10%. Reductions will not be cumulative. Should the company consent to a transfer of interest in this policy the period of insurance will commence at the date of consent.

8 Principals extension to sub section B (Liability to third parties caused by the vehicle)

Notwithstanding exception 1 (Contractual liability) of the specific exceptions applicable to all sub-sections 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.

9 Riot and strike (excluding damage occurring in the Republics of South Africa and Namibia) extension to sub-section A (Damage to the vehicle) (if stated in the schedule to be included)

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

9.1 civil commotion, labour disturbances, riot, strike or lockout;

9.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 6.1 above;

provided that this extension does not cover:

9.1 loss or damage occurring in the Republics of South Africa or Namibia;

9.2 consequential or indirect loss or damage of any kind or description whatsoever;

9.3 loss or damage resulting from total or partial cessation of work or the retarding or interruption or cessation of any process or operation;

9.4 loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;

9.5 loss or 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 9.1,9.2 ,9.3 , 9.4 or 9.5 loss or damage is not covered by this section, the burden of proving the contrary shall rest on the insured.

10 Social, domestic and pleasure use extension (if stated in the schedule to be included)

Notwithstanding paragraph 3.4 of the definition of description of use, the vehicles insured by this policy may also be used for social, domestic and pleasure purposes by the persons listed in the schedule.

11 Third party fire and theft cover - applicable to sub-section A (Damage to the vehicle (other than customers' vehicles on the premises)) (if stated in the schedule to be applicable)

Clause 7 (No claim rebate provisions) is cancelled and the company will, subject to exception 5 (Fire, theft or natural causes) of the specific exceptions to sub-section A (Damage to the vehicle (other than customers' vehicles on the premises)), only be liable under sub-section A if the damage to the vehicle results from fire, self-ignition, lightning or explosion or by theft or any attempt thereof.

12 Third party only cover (if stated in the schedule to be applicable)

Sub-sections A (Damage to the vehicle (other than customers' vehicles on the premises)) and C (Liability for damage to customers' vehicles on the premises) and clause 7 (No claim rebate provisions) are cancelled.

13 Unauthorised use by employees extension (if stated in the schedule to be included)

Exception 7 (Unauthorised use) of the specific exceptions applicable to sub-sections A (Damage to the vehicle (other than customers' vehicles on the premises)) and B (Liability to third parties caused by the vehicle) only is deleted.

14 Vehicle glass extension to sub-sections A (Damage to the vehicle (other than customers' vehicles on the premises)) and C (Liability for damage to customers' vehicles on the premises) (if stated in the schedule to be included)

The provisions of this sub-section relating to excess and no claim rebate shall not apply to any payment for damage to window and sunroof glass and headlamp, foglight and taillight units forming part of the vehicle

provided that

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

15 Waiver of subrogation rights

For the purposes of this section if the insured so requests the company will waive 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.

16 War clause to sub-sections B (Liability to third parties caused by the vehicle) and D (Emergency expenses shortfall)

In respect of sub-sections B and D only general exception 10 is deleted and replaced by the following: This sub-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.

17 Work away from premises extension to sub-section C (Liability for damage to customers' vehicles on the premises) (if stated in the schedule to be included)

The definition of premises is extended to include any premises not under the control of the insured at which the insured is working upon a customer's vehicle.

