

A large red and white truck with a yellow tank is driving on a road. The truck is viewed from a low angle, showing the rear and side. The background is a blurred green landscape. The truck is moving towards the right of the frame.

Trucking

Motor Policy Wording

Hollard.
insure

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GENERAL EXCEPTIONS, CONDITIONS AND PROVISIONS

Subject to the Terms, Exceptions, Conditions and Provisions (precedent or otherwise) and in consideration of, and conditional upon, the prior payment of the premium by or on behalf of Yourself and receipt thereof by or on behalf of the Company, the Company agrees to indemnify or compensate You by payment or, at the option of the Company, by replacement, reinstatement or repair in respect of the defined events occurring during the period of insurance and as otherwise provided under the sections within this policy up to the sums insured, limits of indemnity, compensation and other amounts specified.

Where more than one insurance company or insurer participates in this insurance, the word 'Company' shall be amended to 'insurers' wherever it appears in this policy. In this event the percentage share of each insurer shall be as expressed in the schedule of this policy and the liability of each insurer individually shall be limited to the percentage share set against its name.

Specific Exceptions, Conditions and Provisions shall override General Exceptions, Conditions and Provisions.

GENERAL EXCEPTIONS

1. War, Riot and Terrorism

- 1.1 This policy does not cover loss of or damage to property, death or bodily injury or liability directly or indirectly related to or caused by:
 - 1.1.1 civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the aforementioned;
 - 1.1.2 war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
 - 1.1.3
 - 1.1.3.1 mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
 - 1.1.3.2 insurrection, rebellion or revolution;
 - 1.1.4 any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence;
 - 1.1.5 any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause, or to bring about any social or economic change, or in protest against any state or government or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
 - 1.1.6 any attempt to perform any act referred to in clause 1.1.4 or 1.1.5 above;
 - 1.1.7 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 above.

If the Company alleges that, by reason of clause 1.1.1, 1.1.2, 1.1.3, 1.1.4, 1.1.5, 1.1.6 or 1.1.7 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

- 1.2 This policy does not cover loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act No. 85 of 1976 or any similar Act operative in any of the territories to which this policy applies.
- 1.3 Notwithstanding any provision of this policy including any exclusion, exception or extension or other provision not included herein which would otherwise override a general exception, this policy does not cover loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of this General Exception 1.3 an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal, ethnic or ideological reasons or purposes, including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof.

If the Company alleges that, by reason of clause 1.3 of this exception, loss or damage is not covered by this policy, the burden of proving the contrary shall rest on You.

2. Nuclear

This policy does not cover any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- 2.1 ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- 2.2 nuclear material, nuclear fission or fusion, nuclear radiation;
- 2.3 nuclear explosives or any nuclear weapon;
- 2.4 nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this exception only, combustion shall include any self-sustaining process of nuclear fission.

3. Asbestos

Notwithstanding any provision of this policy including any exclusion, exception, extension or other provision which would otherwise override a general exception, this policy does not cover any:

- 3.1 legal liability;
- 3.2 loss;
- 3.3 damage;
- 3.4 cost or expense whatsoever; or
- 3.5 any consequential loss;

directly or indirectly caused by, arising out of, resulting from, in consequence of, in any way involving, or to the extent contributed to by, the hazardous nature of asbestos in whatever form or quantity.

4. Detention, Confiscation and Forfeiture

This policy does not cover any loss, damage, cost or expense directly or indirectly arising from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, the South African Police Services, crime prevention units or other officials or authorities.

5. Theft by False Pretences and Fraud

This policy does not cover loss or damage resulting directly or indirectly from or in connection with any actual or purported exchange, cash or credit sale agreement including theft by false pretences and/or fraud.

6. Sanctions

The Company shall not be liable to pay any claim or provide any benefit to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Company to any sanction, prohibition or restriction under United Nations resolutions or trade, economic sanctions, laws or regulations of the European Union, United Kingdom or the United States of America.

7. Defective Design, Lack of Maintenance and Cost of Maintenance

The insurance provided by this policy does not cover loss of or damage to property stated in the schedule related to or caused by or attributable to or relating to defective design, workmanship, construction or material or lack of maintenance or the cost thereof.

8. Gradual Deterioration and/or Wear and Tear

The Company shall not be responsible to pay for gradual deterioration and/or wear and tear to insured property stated in the schedule which occurs over a period of time.

GENERAL CONDITIONS

Subject to the provisions of Section 55 of the Short-Term Insurance Act No. 53 of 1998 (as amended).

1. Misrepresentation, Misdescription and Non-disclosure

Misrepresentation, misdescription or non-disclosure in any material particular shall render voidable the particular item, section or subsection of the policy, as the case may be, affected by such misrepresentation, misdescription or non-disclosure.

2. Other Insurance

If, at the time of any event giving rise to a claim under this policy, insurance exists with any other insurers covering You against the defined events, the Company shall be liable to make good only a rateable proportion of the amount payable by or to You in respect of such event. If any such other insurance is subject to any condition of average, this policy, if not already subject to any condition of average, shall be subject to average in like manner.

3. Cancellation

3.1 By the Company

This policy, policy section or item may be cancelled at any time by the Company giving 30 (thirty) days' notice in writing (or such other period as may be mutually agreed). You shall be entitled to claim a pro rata proportion of the premium for the remainder of the period of insurance from the date of cancellation, subject to General Condition 5 – Adjustment of Premium. No refund of premium shall be due where You have or shall be indemnified.

3.2 By You

This policy, policy section or item may be cancelled at any time by You. You may give immediate notice of cancellation. The Company shall be entitled to retain the customary short-period or minimum premium for the period the policy, policy section or item has been in force.

4. Premium Payment

Premium is payable on or before the inception date or renewal date or any other date agreed by the Company, as the case may be, failing which no cover shall be in force and the policy shall be void from inception automatically.

The Company shall not be obliged to accept premium tendered to it after the inception date or renewal date, as the case may be, but may do so upon such terms as the Company at its sole discretion may determine.

5. Adjustment of Premium

If the premium for any section of this policy has been calculated on any estimated figures, You shall, after the expiry of each period of insurance, furnish the Company with such particulars and information as the Company may require for the purpose of recalculation of the premium for such period. Any difference shall be paid by or to You as the case may be.

6. Prevention of Loss

You shall take all reasonable steps and precautions to prevent accidents or losses, including but not limited to, compliance and adherence to laws and regulations which are material to the risk. You warrant that all laws, regulations, by-laws and rules that apply to the business or any other matter for which cover is provided in terms of this policy (irrespective of whether the laws, regulations, by-laws and rules are in force at the date this policy is issued, or are enacted after that date) shall be adhered to at all times. The failure to adhere to any applicable law, regulation, by-law or rule shall entitle the Company to reject any claim where such failure is material to the claim.

7. Claims

7.1 Notice

You shall, on the happening of any event which may result in a claim under this policy, at Your own expense:

- 7.1.1 give notice thereof to the Company as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
- 7.1.2 immediately on becoming aware of or receiving evidence of a possible criminal act, Theft or Hijacking of a vehicle or vehicles insured on this policy, report such incident directly to the Company's nominated investigators as per the contact details noted and listed on Your policy schedule;
- 7.1.3 immediately after the event inform the police of any claim involving any criminal act, Theft or Hijacking or loss of property and take all practical steps to discover the guilty party and recover the stolen or lost property;
- 7.1.4 as soon as practicable after the event, but not later than 30 (thirty) days or such further time as the Company may in writing allow, submit to the Company a claim in writing and give the Company such proof, information and sworn declarations as the Company may reasonably require;
- 7.1.5 if, during the period of insurance, Your finance company is made aware of circumstances which could or have given rise to a claim covered in terms of this policy and You cannot or will not be located to provide the required claims documentation, the provision, completion and signature of the required documentation shall be assigned to a duly authorised official of Your finance company.

7.2 Legal Processes

You shall immediately advise the Company of any impending civil action, prosecution or inquest and immediately forward to the Company any notice of claim or any communication, writ, criminal and/or civil summons and/or other legal process issued or commenced against You in connection with any event giving rise to a claim.

7.3 No Admission of Liability

You shall not incur any expense (except as specifically provided for in this policy) in making good any damage without the written consent of the Company, and shall not negotiate, pay, settle, admit or repudiate any claim or accept liability without such consent and may under no circumstances whatsoever consent to the jurisdiction of any court without prior written permission from the Company.

7.4 Limitation of Liability

The Company shall not be liable under more than one section of this policy in respect of liability, loss or damage arising from the same happening in respect of the same liability, loss or damage except where cover is granted for Personal Accident, Stated Benefits or Group Personal Accident Benefits.

7.5 Prescription Period

7.5.1 Expiry of a claim

No claim shall be payable after the expiry of 24 (twenty-four) months or such further time as the Company may allow from the happening of any event unless the claim is the subject of pending legal action or is a claim in respect of Your legal liability to a third party.

7.5.2 Rejection of a claim

No rejected claim shall be payable unless You claim payment by serving a formal summons on the Company or by You approaching the Ombudsman for Short-term Insurance within 6 (six) months of the rejection of the claim in writing and pursue such proceedings to finality.

7.6 Recovery

7.6.1 If, after payment of a claim in respect of lost or stolen property, such property or any part thereof is located, You shall render all assistance in the identification and in the physical recovery of such property if called on to do so by the Company.

7.6.2 The Company shall pay for Your reasonable costs for rendering assistance as described in 7.6.1 above.

7.6.3 Failure to assist the Company in the recovery of lost or stolen property shall make You legally liable to repay the Company all payments made and expenses incurred in respect of the claim.

7.6.4 If, after payment of a claim in respect of lost or stolen property, the property is successfully recovered then the Company shall be the rightful owner of the property.

8. The Company's Rights after an Event

8.1 On the happening of any event in respect of which a claim is or may be made under this policy, the Company and every person authorised by the Company may, without thereby incurring any liability and without diminishing the right of the Company to rely upon any conditions of this policy:

8.1.1 take, enter or keep possession of any damaged property and deal with it in any reasonable manner. This condition shall be evidence of Your leave and licence to the Company to do so. You shall not be entitled to abandon any property to the Company whether taken possession of by the Company or not. You shall also preserve any damaged property that may be subject to a claim until such time as the Company has the opportunity to assess such damage.

8.1.2 take over and conduct in Your name the defence or settlement of any claim and prosecute in Your name for the Company's benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by You without the written consent of the Company.

- 8.2 You shall, at the expense of the Company, do and permit to be done all such things as may be necessary or reasonably required by the Company for the purpose of enforcing any rights to which the Company shall be, or would become, subrogated upon Your indemnification whether such things shall be required before or after such indemnification.
- 8.3 In respect of any section of this policy under which an indemnity is provided for liability to third parties, the Company may, upon the happening of any event, pay to You the limit of indemnity provided in respect of such event or any lesser sum for which the claim or claims arising from such event can be settled and the Company shall thereafter not be under further liability in respect of such event.

9. Deliberate or Fraudulent Acts in making a Claim

All benefits afforded in terms of this policy in respect of any claim shall be forfeited and this policy may be cancelled at the Company's discretion from the date of any fraudulent conduct, if:

- 9.1 any claim or part thereof under this policy is in any way fraudulent or if fraudulent means or devices are used by You or anyone acting on Your behalf to obtain any benefit under this policy, or if any insured event under this policy is occasioned by Your intentional conduct or that of any person acting on Your behalf or with Your connivance; or
- 9.2 any fraudulent information and/or document, whether created by You or any other party is provided to the Company by You or anyone acting on Your behalf or with Your connivance in substantiation or support of any claim under this policy and whether or not the claim in itself is fraudulent; or
- 9.3 the quantum of any claim is deliberately exaggerated by You or anyone acting on Your behalf or with Your connivance, for any reason whatsoever, and whether or not the claim in itself is fraudulent.

Where any benefit under this policy is forfeited in circumstances as set out in this general condition, You shall repay to the Company all amounts which the Company may have previously settled in respect of all claims forfeited without prejudice to the Company's right to recover any other damages which the Company may have suffered as a result of the fraudulent conduct.

10. Breach of Conditions

The conditions of this policy and sections thereof shall apply individually to each of the risks insured and not collectively to them so that any breach shall render voidable the section only in respect of the risk to which the breach applies.

11. No Rights to other Persons

Unless otherwise provided, nothing in this policy shall give any rights to any person other than You. Any extension providing indemnity to any person other than You shall not give any rights to claim to such person, the intention being that You shall claim on behalf of such person. Receipt by You shall in every case be a full discharge to the Company.

12. Value Added Tax (VAT)

12.1 Definition

VAT shall mean the amount of Value Added Tax payable by You or the Company to the revenue authorities in the Republic of South Africa.

12.2 Value Added Tax (VAT) inclusive

It is understood and agreed that the monetary amounts as reflected in the sums insured and/or limits of indemnity shall be applied to the indemnity or amounts payable in terms of this policy and to which sums the terms, exceptions, conditions, provisions and limitations of this policy shall apply as well as VAT at the current rate as promulgated in legislation relating thereto.

Subject to such sums insured and/or limits of indemnity being adequate to embrace the amounts described under 12.1 above and 12.2, the Company shall, to the extent that You are accountable to the tax authorities for value added tax in respect of any payment in terms of this policy, include the amount of such tax in the final settlement of any claim,

PROVIDED THAT:

the total amount payable for any defined event and the VAT related thereto shall not exceed the sums insured and/or limits of indemnity set against such defined event.

In circumstances referred to herein under which You are required to bear the first amount of any loss (first amount payable, deductible or excess), such amount shall also be inclusive of VAT in like manner to the sums insured and/or limits of indemnity referred to above.

Furthermore, in the event of a change in the rate of VAT during the period of insurance, sums insured, limits of indemnity and, if appropriate, premiums shall be adjusted automatically.

13. Consent to Disclosure of Private Information

- 13.1 You acknowledge that the sharing of information for underwriting and claims purposes is in the public interest, as it shall enable insurers to underwrite policies and assess risks fairly and reduce the incidence of fraudulent claims with a view to limiting premiums.
- 13.2 On Your behalf and on behalf of anyone You represent herein, You hereby waive any right to privacy with regard to any underwriting and claims information in respect of any insurance policy or claims made or lodged by You, or on Your behalf.
- 13.3 You hereby consent to such information being stored in a shared database and used as set out above.
- 13.4 You hereby consent to such information being disclosed to any insurer or its agent.
- 13.5 You hereby consent to any underwriting and claims information being verified against legally recognised sources or databases.
- 13.6 You agree that this consent clause shall survive the termination for whatever reason of the policy, including its cancellation or lapsing.

14. Interest on Payments

No interest shall be payable on any amount due by the Company in terms of the policy unless a Court of Law orders otherwise.

15. Law and Jurisdiction

Any dispute between You and the Company in connection with or arising out of the policy shall be decided exclusively in accordance with the law of the Republic of South Africa and exclusively by a competent court of South Africa.

You undertake that You shall not institute any action against the Company nor bring joinder proceedings against the Company in the court of any country other than the Republic of South Africa.

Furthermore, the Company shall not be liable for compensation for damages or costs and expenses of litigation made or recovered by any claimant from You in respect of but not limited to any law suit, litigation and/or judgment delivered or obtained in the first instance by a court other than a court of jurisdiction within the Republic of South Africa.

Cover granted by this policy is subject to the exclusive jurisdiction of the courts of the Republic of South Africa.

16. Insurable Interest

- 16.1 You must have an insurable interest in any item insured under this policy on the date of the event giving rise to a claim.
- 16.2 If Your insurable interest in an insured item is an interest other than as an owner or a good faith possessor of the goods (in terms of a credit agreement) or anyone who bears the risk of loss, You must advise the Company of the nature and extent of Your insurable interest before cover commences.
- 16.3 Cover for any such item mentioned above shall only start when the Company has agreed in writing to insure the property concerned.

17. Policy Wording and Policy Schedule

The policy wording and the policy schedule together confirm the contract between You and the Company and should be read as one document.

18. Changes in Premiums, Terms, Exceptions, Conditions and Provisions

The Company reserves the right to change or increase premiums from time to time or to amend the terms, exceptions, conditions and provisions of cover in respect of the policy subject to 30 (thirty) days' notice in writing.

GENERAL PROVISIONS

1. Claims Preparation Costs

The insurance provided by each section of this policy is extended to include costs reasonably incurred by You in producing and certifying any particulars or details required by the Company in terms of General Condition 7 – Claims, or to substantiate the amount of any claim,

PROVIDED THAT:

the Company's liability for such costs shall not exceed, in respect of a particular section, R1 000 (one thousand rand) or the amount stated in the schedule, whichever is the greater, for each and every occurrence giving rise to a claim.

2. First Amounts Payable, Deductibles and Excesses

Except where provided for specifically in any section of this policy, the amount payable under this policy or any section thereof for each and every loss, damage or liability shall be reduced by the first amount payable, deductible or excess as shown in the schedule for the applicable defined event.

3. Members and Trustees

Wherever the word "director" is used, it is deemed to include "member" if Your business is a close corporation, or trustee in the case of a trust.

4. Meaning of Words

The schedules and any endorsements thereto and the policy wording shall be read together and any word or expression to which a specific meaning has been given in any part thereof shall bear such meaning wherever it may appear.

5. Schedule Sums Insured Blank

If, in a schedule of this policy the sums insured, limits of indemnity or compensation are:

- 5.1 left blank or have no monetary amount stipulated against it; or
- 5.2 reflected as nil or not applicable or not covered or no indemnity extended;

this means that the defined event or circumstance shown in the schedule is not insured by this policy.

6. Warranties and Endorsements

If cover in terms of this policy is subject to a specific warranty(ies) or requirement(s) or the premium was reduced as a result of You receiving a discount for precautionary measures taken by You on any section of this policy and these measures are not in place, maintained and/or operational at the time of the loss or damage for which a claim is submitted, the Company may reject the claim.

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 any of the following types of vehicles being owned by or hired or leased to You as described hereunder, including any such vehicle temporarily operated by You as a replacement for any vehicle stated in the schedule whilst out of use for the purpose of overhaul, upkeep and/or repair, provided that the Company's maximum liability in respect of any loss or damage payable in terms of the policy shall not exceed the retail value, market value or agreed value as noted on Your policy schedule as well as the vehicle's accessories and spare parts therein or thereon at the time of such loss or damage:

- a) Private type motor cars (including station wagons, safari vans, estate cars and the like or similar vehicles designed to seat not more than 12 (twelve) persons including the driver) but excluding taxi's;
- b) Commercial vehicles and special type vehicles as described in the schedule;
- c) Motorcycles (including motor scooters, three-wheeled vehicles, quad bikes and golf carts);
- d) Buses (including any vehicle used for business purposes and designed to seat more than 12 (twelve) persons, including the driver) but excluding taxi's;
- e) Trailers, i.e. any vehicle without means of self-propulsion designed to be drawn by a self-propelled vehicle, but excluding any parts or accessories not permanently fitted thereto.

3. Retail Value (if stated in the schedule to be applicable)

The term "retail value" shall mean the recommended retail price of the vehicle as reflected in the TransUnion Auto Information (Pty) Ltd "Auto Dealers' Guide" or "Commercial Vehicle Dealers' Guide" for the particular make and model of the vehicle. Where the particular make and model of the vehicle is not given in the Guide, then the average value given by three independent motor industry sources of the Company's choice shall be used as the retail value of the vehicle. The retail value of the vehicle shall be adjusted according to the vehicle's odometer reading, condition and accessories and spare parts fitted to the vehicle as specified in the schedule.

4. Market Value (if stated in the schedule to be applicable)

The term "market value" shall mean the average between the trade and retail prices as reflected in the TransUnion Auto Information (Pty) Ltd "Auto Dealers' Guide" or "Commercial Vehicle Dealers' Guide" for the particular make and model of the vehicle. Where the particular make and model of the vehicle is not given in the Guide, then the average value given by three independent motor industry sources of the Company's choice shall be used as the market value of the vehicle. The market value of the vehicle shall be adjusted according to the vehicle's odometer reading, condition and accessories and spare parts fitted to the vehicle as specified in the schedule.

5. Agreed Value (if stated in the schedule to be applicable)

The term "agreed value" shall mean the retail or market value, plus a maximum percentage increase as agreed with the Company and Yourself at inception of the policy or the addition of a vehicle to the policy.

6. Finance Company

The term "finance company" shall mean the registered credit provider in terms of the credit agreement and whose interest is noted on the schedule.

7. Suspensive Sale Agreement

The term "suspensive sale agreement" shall mean a legally enforceable credit agreement as defined in the National Credit Act No. 34 of 2005 (as amended), which You have entered into with a registered credit provider in respect of the insured vehicle which is listed on Your policy schedule.

8. Statutory Settlement Balance

The term "statutory settlement balance" shall mean the amount which is due by You as at the date of loss and which represents the balance due to the finance company which shall liquidate Your obligation to the finance company and entitle You to unencumbered ownership of the insured vehicle, less any arrear instalments, any amount refundable to You in terms of the agreement, outstanding insurance premiums, warranties and any extras added to the finance contract which do not form part of the actual vehicle finance.

9. Date of Loss

The term "date of loss" shall mean the date on which the incident which is covered in terms of the policy occurred.

10. Territorial Limits

The term "territorial limits" shall mean the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Zambia, Mozambique, Tanzania, Kenya, Uganda, Angola and South East Democratic Republic of Congo no further north than Kolwezi.

11. Abandoned

The term "abandoned" shall mean deserted, discarded, forsaken, derelict, vacant, dumped and/or cast-off.

12. Pollutants

The term "pollutants" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited to smoke, vapour, soot, fumes, acid, alkalis, chemicals and waste. Waste includes material to be recycled, reconditioned or reclaimed.

13. Trailer Combination

More than one trailer operating in combination which is not self-propelled and which is designed or adapted to be drawn by a motor vehicle.

14. Theft

The unlawful, intentional removal of the insured vehicle without Your permission.

15. Hijack

The unlawful, intentional removal of the insured vehicle without the driver's permission by the wielding of a firearm or any other dangerous weapon; the inflicting of grievous bodily harm or threat to inflict bodily harm by the offender or any accomplice on the occasion when the offence is committed, whether before, during or after the commission of the offence.

16. Personal Accident

A sudden, unexpected, specific event which is unintentional and is caused by violent, external, and visible means, which occurs during the normal course of employment whilst engaged in his or her duties as the driver or co-driver of an insured vehicle, and results in hospitalisation and/or death.

17. The Company

The term "the Company" shall mean Hollard Specialist Insurance Limited.

BUSINESS ALL RISKS

DEFINED EVENTS

Loss of or Damage:

to the whole or part of the property described in the schedule whilst anywhere in the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Zambia, Mozambique, Tanzania, Kenya, Uganda, Angola and south east Democratic Republic of Congo no further north than Kolwezi by any accident or misfortune not otherwise excluded,

PROVIDED THAT:

You shall be responsible for the first amount payable, deductible or excess as stated in the schedule in respect of each and every event giving rise to a claim.

SPECIFIC EXCEPTIONS

The Company shall not be liable for:

1. theft from any unattended vehicle;

UNLESS:

- 1.1 the property is concealed in a completely closed and securely locked vehicle; or
 - 1.2 the vehicle itself is housed in a securely locked building;
 - 1.3 and entry to or exit from such locked vehicle or building is accompanied by visible signs of forcible and violent entry or exit;
2. loss of or damage to property resulting from or caused by its undergoing a process of cleaning, repair, dyeing, bleaching, alteration or restoration;
 3. loss of or damage to property resulting from or caused by inherent vice or defect, vermin, insects, damp, mildew or rust;
 4. loss of or damage to property resulting from or caused by the dishonesty of any principal, partner, director or employee of Yours whether acting alone or in collusion with others;
 5. loss of or damage to property resulting from or caused by detention, confiscation or requisition by customs or other officials or authorities;
 6. loss of or damage to property resulting from or caused by wear and tear or gradual deterioration (including the gradual action of light or climatic or atmospheric conditions) unless following an accident or misfortune not otherwise excluded;
 7. loss of or damage to property resulting from or caused by mechanical, electronic or electrical breakdown, failure, breakage or derangement unless caused by an accident or misfortune not otherwise excluded;
 8. loss of or damage to cash, bank and currency notes, coins, bonds, coupons, stamps, negotiable instruments, title deeds, manuscripts or securities of any kind;
 9. loss of or damage to goods consigned under a bill of lading;
 10. undeclared losses or shortages.

SPECIFIC CONDITION**Replacement Value (if stated in the schedule to be included)**

The basis upon which the amount payable is to be calculated shall be either:

1. the replacement of the property by similar property in a condition equal to but not better nor more extensive than its condition when new; or
2. the repair of the property to a condition substantially the same as but not better than its condition when new.

OPTIONAL EXTENSION**Riot and Strike (if stated in the schedule to be included)**

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

1. civil commotion, labour disturbances, riot, strike or lockout;
2. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 1. above;

PROVIDED THAT:

this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in the War, Riot and Terrorism general exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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) above, the loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

PERSONAL ACCIDENT

DEFINED EVENTS

If during the period of insurance a driver or a co-driver sustains bodily injury as the result of an accident which directly and independently of any other cause results in death or hospitalisation, the Company shall pay for the following:

1. Accidental Death Benefit (payable to the family or beneficiary)

The Company shall pay to the family or the beneficiary of the driver or the co-driver an amount not exceeding the limit of compensation as stated in the policy schedule where death occurs due to an accident involving the use of an insured vehicle which arises during the course and scope of his or her employment,

PROVIDED THAT:

the Company has received notification and evidence to its satisfaction of the death of a driver or co-driver and such notification and evidence (together with all other documents as required by the Company) is received within 6 (six) months of the date of such death, failing which the claim shall not be admitted.

2. Accidental Death Benefit (payable to the employer)

The Company shall pay to the employer of the driver or the co-driver an amount not exceeding the limit of compensation as stated in the policy schedule where death occurs due to an accident involving the use of an insured vehicle which arises during the course and scope of his or her employment,

PROVIDED THAT:

the Company has received notification and evidence to its satisfaction of the death of a driver or co-driver and such notification and evidence (together with all other documents as required by the Company) is received within 6 (six) months of the date of such death, failing which the claim shall not be admitted.

3. Hospitalisation Benefit (payable to the employer)

The Company shall pay to the employer of the driver or the co-driver an amount not exceeding the limit of compensation as stated in the policy schedule where the driver or co-driver is hospitalised overnight as a result of an accident involving the use of an insured vehicle which arises during the course and scope of his or her employment,

PROVIDED THAT:

- 3.1 the maximum amount payable shall not exceed the limit of compensation as stated in the policy schedule.
- 3.2 payment shall only be made by the Company on receipt of the hospital bill as proof of hospitalisation.
- 3.3 the driver or co-driver must be admitted to hospital for treatment as a result of the accident.
- 3.4 the driver or co-driver must spend at least one night in hospital.
- 3.5 the driver or co-driver must be under the continuous care of a member of the medical profession whilst in hospital.
- 3.6 You provide the Company with any documents or evidence the Company requests to prove that the claim for compensation is valid and continues to be so.

When settling the claim, the Company shall consider the first day of hospitalisation to be the day the driver or co-driver is registered as an in-patient.

4. Income Protector Benefit (payable to the driver or co-driver)

The Company shall pay to the driver or co-driver a once-off amount not exceeding the limit of compensation as stated in the policy schedule where the driver or co-driver is off work, and therefore earns a reduced income, as a result of an accident involving the use of an insured vehicle which arises during the course and scope of his or her employment,

PROVIDED THAT:

the driver or co-driver has been booked-off from work by a member of the medical profession for a minimum period of 14 (fourteen) days.

MOTOR

SUBSECTION A – LOSS OR DAMAGE

DEFINED EVENTS

1. Loss of or Damage

to any vehicle described in the schedule, including its accessories and spare parts whilst therein or thereon.

2. Additional Costs

If any vehicle described in the schedule is disabled by reason of any loss or damage insured under this policy, the Company shall pay for:

2.1 Towing and Recovery

The reasonable cost of towing and recovery to the Company's nearest approved repairer or salvage facility,

PROVIDED THAT:

2.1.1 where the loss or damage payable in terms of the policy has occurred within the borders of the Republic of South Africa and towing and recovery of the insured vehicle is necessary, You are required to arrange such towing and recovery via the Hollard Trucking Assist Line as noted on Your policy schedule.

2.1.2 where the loss or damage is not payable in terms of the policy or where You have not arranged towing and recovery via the Hollard Trucking Assist Line, such towing and recovery costs shall not be covered in terms of the policy and shall be for Your own account.

2.1.3 where the loss or damage payable in terms of the policy has occurred outside the borders of the Republic of South Africa the towing and recovery costs of the insured vehicle shall not be covered in terms of the policy and shall be for Your own account.

2.2 Delivery or Collection after Repair or Reinstatement

The cost of delivery to You at Your permanent address or collection by You after repair or reinstatement of the insured vehicle subject to a maximum limit of R5 000 (five thousand rand) per any one claim.

2.3 Emergency Repairs

Subject to the claimed event being covered by this policy, You may give instructions for emergency repairs to be executed without the previous consent of the Company to the extent of but not exceeding R30 000 (thirty thousand rand).

PROVISIONS

1. Limit of Indemnity

The limit of indemnity for each type of vehicle is as stated on Your policy schedule and shall be the maximum amount payable by the Company in respect of any loss or damage payable in terms of the policy but payment shall not exceed the retail value, market value or agreed value as noted on Your policy schedule as well as the vehicle's accessories and spare parts therein or thereon at the time of such loss or damage,

PROVIDED THAT:

in the event of any part being unprocurable as a standard (ready-manufactured) article within the Republic of South Africa, the Company's liability shall be discharged by the payment of an amount equal to the value of such part at the time of loss but not exceeding the manufacturer's latest price list operative in the Republic of South Africa and the reasonable cost of freight, other than by air, and the current labour charge applicable thereto.

2. Repair, Reinstate or Replace

The Company may, at its own option and discretion, repair, reinstate or replace the vehicle or any part thereof including its accessories and spare parts therein or thereon or may pay in cash the amount of the loss or damage but payment shall not exceed the retail value, market value or agreed value as noted on Your policy schedule at the time of such loss or damage.

3. Suspensive Sale Agreement

If, to the knowledge of the Company, the insured vehicle is the subject of a suspensive sale or similar agreement, payment shall be made to the title holder described in the agreement whose receipt of payment from the Company shall be a full and final discharge to the Company in respect of loss or damage to the vehicle insured on the policy.

4. First Amounts Payable, Deductibles and Excesses

In respect of each and every occurrence giving rise to a claim, You shall be responsible for the first amounts payable, deductibles or excesses as stated in the policy schedule, according to the type of vehicle, of any expenditure for which provision is made under this subsection and of any expenditure by the Company in the exercise of any discretion it may have under this insurance policy. If the expenditure incurred by the Company shall include any first amount payable, deductible or excess for which You are responsible, such amount shall be paid by You to the Company.

5. Security Requirements

Tracking and Recovery Device Requirements – Applicable to all self-propelled vehicles exceeding R250,000 Limit of Indemnity (Sum Insured).

- a) Theft cover is subject to the vehicles being fitted with a tracking and recovery device.
- b) At the time of the loss You are to be a fully paid up subscriber of said tracking and recovery device and the device must be operational.
- c) At all times the device is to be maintained in accordance with the supplier's instructions.
- d) The vehicle must be monitored by a 24-hour off-site control room operated by the tracking company and any recovery must be initiated and controlled by the tracking company.

Alarm/Immobiliser – Applicable to all LDV's, 4x4's, Minibus Vehicles and Private Cars exceeding R50,000 Limit of Indemnity (Sum Insured).

The Company shall not be liable for loss or damage by theft unless at the time of such theft the vehicle is fitted with an alarm/immobiliser and/or transponder key.

GENERAL EXCEPTIONS APPLICABLE TO SUBSECTION A – LOSS OR DAMAGE

The Company shall not be liable under this subsection to pay for:

1. consequential loss or resultant damage to the insured item as a result of any cause whatsoever;
2. the upgrade or extension of a maintenance plan or similar expense;
3. depreciation in value whether arising from repairs following a defined event or otherwise;
4. wear and tear;
5. mechanical, electronic or electrical breakdowns, failures or breakages including any consequential loss or resultant damage to any other mechanical, electrical or electronic component as a result of the aforementioned breakdowns, failures or breakages;
6. damage to tyres caused by the application of brakes, road punctures, cuts or bursts;
7. damage to springs/shock absorbers due to inequalities of the road or other surface or to impact with such inequalities such as potholes and speedbumps;

8. loss of or damage to packing materials, tarpaulins, cargo nets, ropes, straps, chains, corner plates and the like;
9. goods or property conveyed in or on any insured vehicle;
10. towing and recovery costs where You did not arrange the towing and recovery of the insured vehicle via the Hollard Trucking Assist Line as noted on Your policy schedule;
11. loss of or damage to property more specifically insured elsewhere.

SUBSECTION B – LIABILITY TO THIRD PARTIES

DEFINED EVENTS

1. Any accident caused by or through or in connection with any vehicle described in Your policy schedule or in connection with the loading and/or unloading of any such vehicle in respect of which You and/or any passenger becomes legally liable to pay all sums including claimant's costs and expenses in respect of:
 - 1.1 death of or bodily injury to any person, but excluding death of or bodily injury to You or to any person in Your employ arising from and in the course of such employment or being a member of the same household as You;
 - 1.2 damage to property other than property belonging to You or held in trust by You or in Your custody or control or being conveyed by, loaded onto or unloaded from such vehicle.

2. The Company shall also, in terms of and subject to the limitations of and for the purposes of this subsection:

- 2.1 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 subsection, or for defending in any magistrate's court any criminal proceedings in respect of any act causing or relating to any event which may be the subject of indemnity under this subsection,

PROVIDED THAT:

the total of the Company's liability under both this extension and subsection B shall not exceed the limit of liability as stated in Your policy schedule;

- 2.2 indemnify any person who is driving or using such vehicle on Your instruction or with Your permission,

PROVIDED THAT:

- 2.2.1 such person shall, as though he or she were the insured, observe, fulfil and be subject to the terms, exceptions, conditions and provisions of this insurance policy in so far as they can apply;
- 2.2.2 such person driving such vehicle has not to Your knowledge been refused any motor insurance or continuance thereof by any insurer;
- 2.2.3 indemnity shall not apply in respect of claims made by any member of the same household as such person;
- 2.2.4 such person is not entitled to indemnity under any other policy except in respect of any amount not recoverable thereunder;

- 2.3 indemnify You whilst personally driving or using any private type motor car not belonging to You and not leased or hired to You under a lease or suspensive sale agreement, provided You are an individual and have insured hereunder a vehicle described under vehicle definition a) or b),

PROVIDED THAT:

the Company shall not be liable for damage to the vehicle being driven or used;

- 2.4 indemnify You in respect of liability arising from the towing of a disabled vehicle by a vehicle specified on the policy schedule (including liability in connection with the towed vehicle or trailer),

PROVIDED THAT:

the Company shall not be liable for damage to the towed vehicle or trailer or to property therein or thereon and provided that such vehicle is not towed for reward.

GENERAL EXCEPTIONS APPLICABLE TO SUBSECTION B – LIABILITY TO THIRD PARTIES

The Company shall not be liable under this subsection to pay for:

1. any compensation or claim which falls within the scope of any Compulsory Motor Vehicle Insurance enactment such as the Road Accident Fund Act. Where a claim of a third party can be validly submitted to the Road Accident Fund, the event shall not be covered by this section of the policy. This exception shall apply notwithstanding that no other insurance under such enactment is in force or has been effected and regardless of whether the applicable legislative fund is unable to or incapable of providing compensation;
2. death of or bodily injury to any person being carried in or upon or entering or getting onto or alighting from a vehicle described in vehicle definition b), c), d) or e) at the time of the occurrence of the event from which any claim arises (except any person being carried in or upon or entering or getting onto or alighting from a permanently enclosed passenger carrying compartment of a commercial vehicle with a carrying capacity not exceeding 1 500 kg (one thousand five hundred kilograms);
3. 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 exception shall not apply to forklift trucks;
4. any liability for:
 - 4.1 personal or bodily injury, financial loss, loss of or damage to property or loss of use of property directly or indirectly arising from the discharge, dispersal, release or escape of pollutants which is or has been conveyed by or carried in or on a vehicle insured in terms of this subsection. This exception shall not apply to any fuel in the insured vehicle's fuel tank or oil in the engine or sump;
 - 4.2 all and any costs incurred in connection with removing, nullifying and/or cleaning up of pollutants;
 - 4.3 fines, penalties, punitive or exemplary damages arising directly or indirectly from the discharge, dispersal, release or escape of pollutants.
5. all and any costs incurred in connection with the cleaning up or removal of or otherwise handling of anything of whatsoever nature conveyed in or on the insured vehicle.
6. liability arising from any occurrence outside of the territorial limits.
7. liability arising out of the carriage of dangerous goods in terms of Chapter VIII of the National Road Traffic Act No. 93 of 1996 (Transportation of Dangerous Goods and Substances by Road) or any amendment, replacement or substitution thereof unless specifically declared and agreed to by the Company.

SUBSECTION C – MEDICAL BENEFITS

DEFINED EVENTS

If an occupant in the specified part of a vehicle described below, sustains bodily injury by violent, accidental, external and visible means, the Company shall pay to You a medical benefit as a result of such injury up to R1 000 (one thousand rand) per injured occupant and R20 000 (twenty thousand rand) 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 subsection shall be reduced by any amount recoverable under any workmen's compensation enactment or similar legislation or under any medical expenses scheme or medical insurance.

The term "medical benefit" 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 Subsection A of this section	Specified part of the vehicle in which the injury must occur
i) Any private type motor car or motorised caravan	Anywhere inside the vehicle
ii) Any other type of insured vehicle other than a bus or a taxi	The permanently enclosed passenger carrying compartment of the vehicle

OPTIONAL LIMITATIONS OF COVER (if stated in the schedule to be applicable)

1. Third Party Only Limitation

Subsections A and C are cancelled.

2. Third Party, Fire and Theft Only Limitation

The Company's liability under subsection A is restricted solely to loss or damage resulting from fire, self-ignition, lightning or explosion or theft or hijack or any attempt thereat. Furthermore, subsection C is cancelled.

CLAUSES AND EXTENSIONS

1. Cross Liabilities Clause

Where more than one insured is named in the schedule, the Company shall 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.

2. Repatriation Clause

This policy covers vehicles in terms of the territorial limits whilst travelling outside the borders of the Republic of South Africa subject to the following exclusions:

- 2.1 Any parts stripped from the vehicle whilst left unguarded at the scene of an accident or whilst in transit back to the Republic of South Africa.
- 2.2 All and any government imposed duties, customs, charges, inducements, release fees or stamps.
- 2.3 In all territories covered by this policy outside the borders of the Republic of South Africa, Subsection B – Liability to Third Parties, shall only apply following the countries/territories underlying compulsory insurance.
- 2.4 Any amount payable for towing and recovery costs.

If, following an accident, the insured vehicle is not returned to the Republic of South Africa and it is declared by the Company to be a constructive total loss outside the Republic of South Africa, then:

the Company shall settle the claim for the estimated cost of repairs or the lesser of the retail value, market value, agreed value or sum insured as indicated on Your policy schedule immediately preceding the loss less,

1. the first amount payable, deductible or excess
2. the value of the salvage calculated on what would have been realised in the Republic of South Africa if the vehicle had been repatriated.

On payment of the amount above, the salvage shall belong to You.

Note:

All cover in terms of this clause shall cease if the vehicle is abandoned outside the Republic of South Africa.

3. 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, fulfill and be subject to the terms, exceptions, conditions and provisions (both general and specific) of this insurance in so far as they can apply.

4. Premium Adjustment Clause

If this section is issued on a non-specified vehicle basis, You 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 as agreed at the inception date of the policy and as stated in the policy schedule.

5. Description of Use Clause

Use for social, domestic and pleasure purposes and use for Your business or occupation but excluding:

- 5.1 hiring out including self-drive hire;
- 5.2 carriage of passengers for hire or carriage of fare paying passengers;
- 5.3 racing, speed or other contests, rallies, trials, endurance tests;
- 5.4 public emergency services;
- 5.5 law enforcement purposes, armed forces or military purposes;
- 5.6 airside at airports or airfields;
- 5.7 carriage of explosives;
- 5.8 carriage of any load or passengers exceeding the capacity for which the vehicle is constructed or licensed to carry;
- 5.9 for any purpose in connection with the motor trade.

The indemnity to You in connection with any insured vehicle shall operate whilst such vehicle is in the custody or control of a member of the motor trade for the purpose of its overhaul, upkeep or repair only but not if it is in the custody of the motor trade to be sold.

6. Accumulation Limit Clause

In the event of any vehicle/s listed on the policy schedule being parked either at Your premises or any other parking facility and being lost or damaged as a result of fire, self-ignition, explosion, lightning, storm, wind, water, hail or any other peril whatsoever, the following limits shall apply:

Event Limit per any one location: R100 000 000 (one hundred million rand)

Event Limit in the Annual Aggregate: R100 000 000 (one hundred million rand).

7. Contingent Liability Extension (if stated in the schedule to be included)

The indemnity under subsection B includes claims made against:

- 7.1 You 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 You, whilst being used by any partner or director or employee of Yours (hereinafter in this extension referred to as 'such person');
- 7.2 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 such person or to You or leased or hired by either of you, but only in so far as such person has not been refused any motor insurance or continuance thereof by any insurer,

PROVIDED THAT:

- 7.2.1 General Exception 2 under Subsection B – Liability to Third Parties is deleted;
- 7.2.2 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 7.1. and 7.2. above;
- 7.2.3 the payment by You of subsidies or travelling allowances to such person for the use of his own vehicle for Your official purposes, including the carriage of persons for such purposes, is allowed without prejudice to the insurance by this extension;
- 7.2.4 if, at the time of the occurrence of any accident giving rise to a claim under this extension, You 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 first amount payable, deductible or excess beyond the amount payable under such other policy;
- 7.2.5 the terms, exceptions, conditions and provisions of the policy shall otherwise apply;
- 7.2.6 the Company's liability shall not exceed the limit as stated in the policy schedule for each and every occurrence.

8. Passenger Liability Extension (if stated in the schedule to be included and only where the claim is not admissible in terms of the Road Accident Fund)

General Exception 2 under Subsection B – Liability to Third Parties shall not apply to vehicles described in Definitions – 2 Vehicle b) (other than special types), c), d) or e) provided that cover shall be restricted to the permanently enclosed passenger carrying compartment of the vehicle,

PROVIDED THAT:

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

9. Unauthorised Passenger Liability Extension (if stated in the schedule to be included and only where the claim is not admissible in terms of the Road Accident Fund)

The indemnity under Subsection B – Liability to Third Parties, notwithstanding General Exception 2 thereto, extends to cover Your legal liability for death of or bodily injury to persons other than Your employees whilst being carried in or upon or entering or getting onto or alighting from any vehicle in contravention of Your instruction to Your driver not to carry passengers,

PROVIDED THAT:

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

10. Parking Facilities and movement of Third Party Vehicles Extension (if stated in the schedule to be included)

The indemnity under Subsection B – Liability to Third Parties extends to indemnify You 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 You) by any person in Your employ or acting on Your behalf,

PROVIDED THAT:

- 10.1 such vehicle was being moved with the authority of any tenant, customer or visitor of Yours;
- 10.2 such vehicle was being moved in connection with Your parking arrangements;
- 10.3 such vehicle was being moved to facilitate the carrying out of Your business;
- 10.4 this extension shall not apply in respect of damage to vehicles parked for reward.

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

11. Riot and Strike Extension (if stated in the schedule to be included)

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

- 11.1 civil commotion, labour disturbances, riot, strike or lockout;
- 11.2 the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in 11.1 above,

PROVIDED THAT:

this extension does not cover:

- a) loss or damage occurring in the Republic of South Africa and Namibia;
- b) consequential or indirect loss or damage of any kind or description whatsoever, other than loss of rent if specifically insured;
- c) loss or damage resulting from total or partial cessation of work, or the retarding or interruption or cessation of any process or operation;
- d) loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority;
- e) loss or damage related to or caused by any occurrence referred to in the War, Riot and Terrorism general exception 1.1.2, 1.1.3, 1.1.4, 1.1.5 or 1.1.6 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) above, loss or damage is not covered by this section, the burden of proving the contrary shall rest on You.

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

12. Loss of Keys Extension (if stated in the schedule to be included)

The Company shall indemnify You in respect of the cost of replacing locks, keys, central locking devices and remotes including the remote alarm controller and, if necessary, the reprogramming of any coded alarm system of any insured vehicle, following upon the disappearance of any key or alarm controller of such vehicle or following upon You having reason to believe that any unauthorised person may be in possession of a duplicate of such key or alarm controller,

PROVIDED THAT:

- 12.1 such amount shall be reduced by the first amount payable, deductible or excess as stated in the policy schedule;
- 12.2 the limit of indemnity for any one occurrence shall not exceed the amount stated in the policy schedule.

13. Fire Extinguishing Charges Extension (if stated in the schedule to be included)

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 You are legally liable for such costs and the insured property was in danger from the fire,

PROVIDED THAT:

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

14. Tool of Trade Extension (if stated in the schedule to be included)

General Exception 3 to Subsection B – Liability to Third Parties shall not apply to the operation as a tool of any vehicle or plant forming part of such vehicle or attached thereto,

PROVIDED THAT:

- 14.1 the Company shall not be liable hereunder in respect of so much of any liability as falls within the scope of any form of motor insurance or compulsory third party insurance legislation, notwithstanding that no such insurance is in force or has been effected;
- 14.2 the Company shall not be liable hereunder where any form of motor insurance has been effected by You covering the same liability;
- 14.3 the tool of trade is not in itself a self-propelled road vehicle;
- 14.4 the tool of trade is operated and/or utilised by You or Your employee only.

The Company's liability inclusive of legal defence costs arising from any one occurrence or series of occurrences attributable to any event shall not exceed the limit of indemnity as stated in the schedule.

15. Trailer Combination Extension (if stated in the schedule to be included)

In the event of total loss of or damage to a trailer specified in the schedule where the trailer is operating as part of a combination at the time of such loss or damage, You may elect to treat the whole trailer combination as a total loss,

PROVIDED THAT:

- 15.1 each of the trailers that are operating as a trailer combination are specified in the schedule;
- 15.2 this extension is included on each trailer forming part of such trailer combination;
- 15.3 the first amount payable, deductible or excess as stated in the schedule in respect of each trailer shall apply.

16. Towing Costs following Mechanical Breakdown Extension (if stated in the schedule to be included)

Should the insured vehicle become disabled as a result of mechanical or electrical breakdown, the Company shall pay the cost of towing to the nearest repairer, within the Republic of South Africa,

PROVIDED THAT:

- 16.1 the insured vehicle is Your property and not a rented vehicle;
- 16.2 the tow is arranged via the Hollard Trucking Assist Line;
- 16.3 the Company's liability shall not exceed the amount as stated in the schedule in respect of any one occurrence;
- 16.4 the Company shall not be liable to pay for:
 - 16.4.1 storage fees for the insured vehicle, either before or after repairs have been done;
 - 16.4.2 costs to repair the insured vehicle;
 - 16.4.3 the first amount payable, deductible or excess as stated in the policy schedule.

17. Driver Non-Motor Liability Extension (if stated in the schedule to be included)

The Defined Events under Subsection B – Liability to Third Parties, extends to cover Your legal liability to pay all sums including claimant's costs and expenses for Defined Events 1.1, 1.2 and 2.1 arising out of the driver or co-drivers activities whilst acting in the course and scope of their employment but not for any liability arising out of the use of any vehicle described in Your policy schedule or in connection with the loading and/or unloading of any such vehicle.

The General Exceptions applicable to Subsection B – Liability to Third Parties shall apply to this Extension. Notwithstanding General Exception 3, indemnity shall be provided under this Extension for the driver or co-drivers use of any mobile equipment such as cranes, shovels, loaders, diggers, scrapers, compressors, pumps, generators and the like.

PROVIDED THAT:

- 17.1 the Company shall not be liable to pay for damage to property owned, leased, or hired by or under hire purchase with or on loan to You or otherwise in Your care, custody and control;
- 17.2 the Company shall not be liable to pay for any defective workmanship or for the nature or condition of any product;
- 17.3 the Company shall not be liable to pay for the incorrect dispensing of fuel into a storage tank or storage facility;
- 17.4 the Company shall not be liable to pay for pure economic loss (loss not consequent on physical damage to property);
- 17.5 the Company shall not be liable hereunder where any other form of insurance has been effected by You covering the same liability;
- 17.6 You shall be responsible for the first amount payable, deductible or excess stated in the policy schedule for each and every loss;
- 17.7 the Company shall not be liable to pay for any compensation or indemnify You under this extension of the policy where a claim under subsection A or B of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made;
- 17.8 the Company's liability inclusive of legal defence costs arising from any one occurrence or series of occurrences attributable to any event shall not exceed the limit of indemnity as stated in the schedule.

18. Pollution Spillage and Leakage Extension (if stated in the schedule to be included)

The indemnity under Subsection B – Liability to Third Parties, notwithstanding General Exception 4.1, 4.2 and 5. thereto, extends to cover Your legal liability for the reasonable and necessary expenses incurred for the containment, investigation, remediation, deactivating, removing, neutralising, nullifying or cleaning up (including the associated monitoring or disposal) of soil, surface water, groundwater or other contamination as a direct consequence of

- 18.1 the transportation of dangerous goods or hazardous substances;
- 18.2 the leakage or loss of fuel from the insured vehicle's fuel tanks;
- 18.3 the leakage of oil from the engine or sump or hydraulic fluid from hydraulic pipes of the insured vehicle,

PROVIDED THAT:

- a) the Clean-Up or Emergency Response service provider must be arranged via the Hollard Trucking Assist Line as noted on Your policy schedule;
- b) the Company shall not be liable hereunder where any other form of insurance has been effected by You covering the same liability;
- c) You shall be responsible for the first amount payable, deductible or excess stated in the policy schedule for each and every loss;
- d) the Company shall not be liable to pay for any compensation or indemnify You under this extension of the policy where a claim under subsection A or B of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made;
- e) the Company's liability inclusive of legal defence costs arising from any one occurrence or series of occurrences attributable to any event shall not exceed the limit of indemnity as stated in the schedule.

SPECIFIC EXCEPTIONS APPLICABLE TO ALL SUBSECTIONS

The Company shall not be liable for any accident, injury, loss, damage or liability:

1. whilst the vehicle is being used with Your general knowledge and consent otherwise than in accordance with the description of use clause.
2. incurred outside the Territorial Limits.
3. incurred whilst any vehicle is being driven by:
 - 3.1 You whilst 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 Yourself) or whilst Your blood alcohol percentage exceeds the statutory limit at the time of the occurrence or if You fail a breathalyser test or whilst You are not licensed to drive such vehicle;
 - 3.2 any other person with Your general consent who, to Your 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 whilst the blood alcohol percentage of such person exceeds the statutory limit at the time of the occurrence or if they fail a breathalyser test or who is not licensed to drive such vehicle. This shall not apply if You were unaware that Your driver was unlicensed and You can prove to the satisfaction of the Company that, in the normal course of Your business, procedures are in operation to ensure that only licensed drivers are permitted to drive insured vehicles.
4. incurred whilst under the control of or being driven by a person who does not hold a current valid Professional Driving Permit (PrDP) and is not licensed with the correct licence code to drive such a vehicle as required in terms of the National Road Traffic Act No. 93 of 1996 or any amendment, replacement or substitution thereof.

In the event of a driver having a driver's licence issued in a country other than the Republic of South Africa, said driver must hold the issuing country's equivalent of a valid driver's licence with the correct licence code and Professional Driving Permit as required in terms of the National Road Traffic Act No. 93 of 1996 or any amendment, replacement or substitution thereof.

This exception applies if the said person has held a PrDP but has not renewed it, and is applicable to all drivers of:

- 4.1 goods vehicles with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms);
 - 4.2 breakdown vehicles;
 - 4.3 buses;
 - 4.4 mini-buses with a gross vehicle mass (GVM) exceeding 3 500kg (three thousand five hundred kilograms) or with 12 (twelve) or more seats (including the driver);
 - 4.5 motor vehicles conveying persons for reward;
 - 4.6 motor vehicles conveying more than 12 (twelve) persons.
5. arising from contractual liability, unless such liability would have attached to You notwithstanding such contractual agreement.
 6. if the insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle, driver or operator at the time of any accident giving rise to a claim in terms of this policy is found not to comply with the National Road Traffic Act No. 93 of 1996 or any amendment, replacement or substitution thereof and the regulations issued thereunder or any relevant traffic ordinance insofar as they apply to vehicle licences, Certificates of Fitness (COF's), operators permits, drivers licences, Professional Driving Permits (PrDPs) and dangerous goods.

7. if the insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle is at the time of any incident giving rise to a claim in terms of this policy found to be in a state or condition which is not roadworthy or does not comply with the regulations and standards promulgated in terms of the National Road Traffic Act No. 93 of 1996 or any amendment, replacement or substitution thereof.
8. if the insured vehicle or any other vehicle forming a part of a combination of vehicles together with an insured vehicle either singularly or in combination is, at the time of any incident giving rise to a claim in terms of this policy, found to be overloaded as provided for in terms of the National Road Traffic Act No. 93 of 1996 or any amendment, replacement or substitution thereof or where the combined mass of the combination of vehicles and the load thereon exceeds 56 000 (fifty-six thousand) kilograms.
9. incurred by vehicles not in compliance with SABS standard specifications incorporated in Chapter VIII of the National Road Traffic Act No. 93 of 1996 (Transportation of Dangerous Goods and Substances by Road) or any amendment, replacement or substitution thereof.

For the purposes of this exception, Dangerous Goods and Substances extends to include:

1. oil or liquefied gas;
 2. chemical substances and gases in liquid, compressed or gaseous state.
10. if the insured vehicle is not legally registered in the Republic of South Africa.

SPECIFIC CONDITIONS APPLICABLE TO ALL SUBSECTIONS

1. If, during the currency of this section, any driver's licence in favour of You or Your authorised driver is endorsed, suspended or cancelled, or You or Your authorised driver is charged or convicted of negligent, reckless or improper driving, notification shall be sent in writing to the Company immediately upon You having knowledge of such fact. Failure to notify the Company may entitle the Company to reject any claim where such failure is material to the claim.
2. You shall not cede or assign, either in part or in whole, any of Your rights or obligations in terms of this policy without the prior written consent of the Company. Failure to obtain written consent from the Company may entitle the Company to reject any claim where such failure is material to the claim.

WINDSCREEN

DEFINED EVENTS

If stated in the policy schedule to be included, the Company shall pay for the cost to repair or replace damaged windscreen glass, side or rear glass forming part of any insured vehicle described in the schedule,

PROVIDED THAT:

1. no other damage has been caused to the insured vehicle giving rise to a claim under any other section of this policy;
2. You shall be responsible for the first amount payable, deductible or excess stated in the policy schedule for each and every loss.

OWN DAMAGE ACCIDENT EXCESS REDUCER

DEFINED EVENTS

If stated in the policy schedule to be included, the Company shall repay You the basic first amount payable, deductible or excess deducted from Your claim under subsection A of the Motor section of this policy for claims arising from accident, fire, lightning, explosion and theft of parts and accessories,

PROVIDED THAT:

1. the Company has indemnified You under subsection A of the Motor section of this policy and where the applicable first amount payable, deductible or excess has been deducted from the payment of the claim.
2. the Company shall not be liable for the first amount payable, deductible or excess applicable to this section of the policy as stated in the policy schedule.
3. the maximum amount payable by the Company shall not exceed the limit as stated in the policy schedule.
4. if the Company makes a successful recovery under subsection A of the Motor section of this policy on Your behalf, the Company reserves the right to be reimbursed a rateable portion of the amount paid to You under this section of the policy.

SPECIFIC EXCEPTIONS

1. The Company shall not be liable to pay for any first amount payable, deductible or excess relating to claims for third party damage, theft or hijack resulting in actual total loss of the insured vehicle, constructive total loss of the insured vehicle, windscreen or glass.
2. The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

TOTAL LOSS, THEFT AND HIJACK EXCESS REDUCER

DEFINED EVENTS

If stated in the policy schedule to be included, the Company shall repay You the total of the first amount payable, deductible or excess deducted from Your claim under subsection A of the Motor section of this policy if the insured vehicle is stolen, hijacked or declared a constructive total loss,

PROVIDED THAT:

1. the Company has indemnified You under subsection A of the Motor section of this policy and where the applicable first amount payable, deductible or excess has been deducted from the payment of the claim.
2. the Company shall not be liable for the first amount payable, deductible or excess applicable to this section of the policy as stated in the policy schedule.
3. the maximum amount payable by the Company shall not exceed the limit as stated in the policy schedule.
4. if the Company makes a successful recovery under subsection A of the Motor section of this policy on Your behalf, the Company reserves the right to be reimbursed a rateable portion of the amount paid to You under this section of the policy.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

THIRD PARTY EXCESS REDUCER

DEFINED EVENTS

If stated in the policy schedule to be included, the Company shall repay You the first amount payable, deductible or excess deducted from Your claim under subsection B of the Motor section of this policy,

PROVIDED THAT:

1. the Company has indemnified You under subsection B of the Motor section of this policy and where the applicable first amount payable, deductible or excess has been deducted from the payment of the claim.
2. the Company shall not be liable for the first amount payable, deductible or excess applicable to this section of the policy as stated in the policy schedule.
3. the maximum amount payable by the Company shall not exceed the limit as stated in the policy schedule.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A or B of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

LOSS OF USE AND DOWNTIME

DEFINED EVENTS

If stated in the policy schedule to be included, the Company shall pay the daily benefit as shown in the policy schedule for the period stated where the insured vehicle is out of use following a defined event under subsection A of the Motor section of this policy,

PROVIDED THAT:

1. compensation under this section shall commence from the date of written notification to the Company of an incident giving rise to a claim under subsection A of the Motor section of this policy and shall continue until the date that You are notified that the vehicle is ready to be collected from the repairer. If the vehicle is declared a constructive total loss, compensation shall continue until the date that the initial agreement of loss is tendered to You or the maximum period as stated in the schedule has been reached, whichever happens first.
2. the Company shall pay compensation for the maximum number of weeks as stated in the policy schedule provided that the Company's total liability in respect of this section for a single event does not exceed the amount stated in the policy schedule.
3. if the insured vehicle is stolen or hijacked, compensation shall commence from the time the Company is first notified of the theft or hijack of the insured vehicle. Compensation shall continue until the date that the initial agreement of loss is tendered to You, the maximum period as stated in the schedule has been reached or if the vehicle is recovered, whichever happens first.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

CREDIT SHORTFALL

DEFINED EVENTS

If stated in the policy schedule to be included.

1. If the insured vehicle is involved in an accident and the extent of the damage results in the vehicle being declared a constructive total loss or if the vehicle is stolen or hijacked and not recovered, the Company shall pay to the finance company the difference between the settlement amount paid under subsection A of the Motor section of this policy and the statutory settlement balance up to a maximum of R750 000 (seven hundred and fifty thousand rand).
2. Should the incident giving rise to a claim under this section of the policy occur within the first 12 (twelve) months from the date of first registration of the insured vehicle, the Company shall pay an additional amount of no more than R300 000 (three hundred thousand rand) in respect of any difference between the new purchase price of an equivalent vehicle as at the date of occurrence of the defined event and the original purchase price of the insured vehicle which was the subject of the claim,

PROVIDED THAT:

- 2.1 the Company shall not be liable to pay for the first amount payable, deductible or excess payable under subsection A of the Motor section of this policy.
- 2.2 the Company shall not be liable to pay for any instalment arrears (including interest payable on such arrears) owed to the finance company.
- 2.3 the Company shall not be liable to pay for any deductions made on the final settlement paid under subsection A of the Motor section of this policy.
- 2.4 the Company shall not be liable to pay for any extras added to the finance contract that do not form part of the vehicle such as insurance policies, warranties and the like.
- 2.5 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 under this section.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

SPECIFIC CONDITION

You must notify the Company in writing within 30 (thirty) days of settlement of the claim under subsection A of the Motor section of the policy of Your intention to claim under this section.

Failure to do so may entitle the Company to reject any claim where such failure is material to the claim.

DEPOSIT PROTECTOR

DEFINED EVENTS

If stated in the policy schedule to be included.

If the Company declares the vehicle to be a constructive total loss under subsection A of the Motor section of this policy or if the vehicle is stolen or hijacked and not recovered, the Company shall pay an amount of 10% of the insured value of the vehicle up to a maximum of R300 000 (three hundred thousand rand),

PROVIDED THAT:

1. the limit of indemnity for each type of vehicle is as stated in the schedule and shall be the maximum amount payable by the Company under this section.
2. the Company shall only pay a claim under this section of the policy once the claim under subsection A of the Motor section of this policy has been settled in full.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

CROSS BORDER TOWING AND RECOVERY

DEFINED EVENTS

If stated in the policy schedule to be included.

Where the insured vehicle is involved in an accident outside the borders of the Republic of South Africa and sustains damage which is insured in terms of subsection A of the Motor section of this policy and the vehicle is rendered undriveable, the Company shall pay the actual towing and recovery costs which You have incurred to repatriate the insured vehicle to the Republic of South Africa,

PROVIDED THAT:

1. the limit of indemnity as stated in the schedule shall be the maximum amount payable by the Company under this section.
2. the cover under this section of the policy only pays for the actual towing and recovery costs incurred by You in getting the insured vehicle to the South African side of the border.
3. once the insured vehicle is on the South African side of the border all cover under this section ceases.
4. the Company shall not be liable to pay for the cost of any damages caused by any means whatsoever which may occur to the vehicle during the course of repatriation to the South African side of the border.
5. the Company shall not be liable to pay for the cost of any duties payable to the authorities.

SPECIFIC EXCEPTION

The Company shall not be liable to pay for any compensation or indemnify You under this section of the policy where a claim under subsection A of the Motor section of this policy has been rejected or declined, or where an ex gratia settlement has been made.

SASRIA

Sasria insurance cover shall be arranged for the property insured under the Business All Risks and Motor sections of this policy with Sasria SOC Ltd by the Company. The premium for Sasria cover is stated on Your policy schedule and a separate Policy/Coupon is issued by the Company on behalf of Sasria SOC Ltd. The Policy/Coupon wordings are attached to your policy schedule.



Tel: (011) 351 5000
22 Oxford Road, Parktown, 2193

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